

EXHIBIT A

Sep. 7. 2021 8:34AM

No. 0635 P. 1/116

**THE LAW OFFICE
OF ALBERT G. REESE, JR.**

ALBERT G. REESE, ESQUIRE | MYCHAL EVANS, ESQUIRE

August 20, 2021

VSAT NJ

SEP 02 2021

Somerset County Sheriff
Attn.: Civil Process - Sue
20 Grove Street
P.O. Box 3000
Somerville, NJ 08876

By: DI

SHERIFFS OFFICE
SOMERSET COUNTY, NJ
RECEIVED
2021 AUG 31 A 7:38

Re: Reagan L. Thomas and the Estate of Joann Thomas

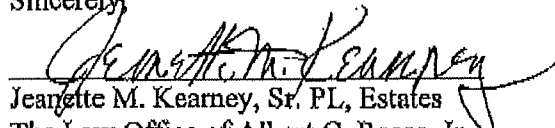
Civil Process - Sue

Please have the enclosed County of Allegheny Complaint of Reagan L. Thomas and the Estate of Joann Thomas served upon the following:

Verizon
Attn.: VSAT
180 Washington Valley Road
Bedminster, NJ 07921

I have also enclosed our check in the amount of \$32.16 and a self-addressed stamped envelope for return of Service. Thank you for your assistance in this matter

Sincerely,


Jeanette M. Kearney, Sr. PL, Estates
The Law Office of Albert G. Reese, Jr.

Enclosures.

AREESE8897@AOL.COM
640 RODI ROAD, 2ND FLOOR, SUITE 2
• PITTSBURGH, PA • 15233
PHONE: 412-241-1697 • FAX: 412-241-1687

Sep. 7. 2021 8:35AM

No. 0635 P. 2/116

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION

REAGAN L. THOMAS

COMPLAINT

Plaintiff,

v.

PRUDENTIAL INSURANCE COMPANY
OF AMERICA and VERIZON


— Defendant,

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or through an attorney and filling in writing with the Court your defense or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief sought by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

LAWYER REFERRAL SERVICE
The Allegheny County Bar Association
3rd Floor Koppers Building,
436 Seventh Avenue
Pittsburgh, Pennsylvania 15219
Telephone: 412-261-5555
www.acbalrs.org


Albert G. Reese, Jr., Esquire
Attorney for the Plaintiff.

Sep. 7. 2021 8:35AM

No. 0635 P. 3/116

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION

REAGAN L. THOMAS, and the ESTATE OF
JOANN THOMAS

Plaintiff,

v.

PRUDENTIAL INSURANCE COMPANY
OF AMERICA and VERIZON

Defendant,

COMPLAINT

SHERIFF'S OFFICE
SOMERSET COUNTY, NJ
RECEIVED
2021 AUG 31 A 1 39

Filed on behalf of the Plaintiff:
Reagan L. Thomas

Counsel of Record for
This Party:

Albert G. Reese, Jr., Esquire
Pa. I.D. # 93813

Mychal Evans, Esquire
Pa. I.D. # 330038

Law Office Albert G. Reese, Jr.
640 Rodi Road, Suite 2
Pittsburgh, PA 15235

(412) 241-1697 Telephone
(412) 241-1687 Facsimile
areese8897@aol.com email

JURY TRIAL DEMANDED

Sep. 7. 2021 8:35AM

No. 0635 P. 4/116

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION

REAGAN L. THOMAS

COMPLAINT

Plaintiff,

v.

PRUDENTIAL INSURANCE COMPANY
OF AMERICA and VERIZON

Defendant,

SHERIFF'S OFFICE
SOMERSET COUNTY, NJ
RECEIVED
2021 AUG 31 A 7 39

COMPLAINT

A. Parties

1. Plaintiff, Reagan L. Thomas, is an adult individual who resides at 1048 Stanton Terrace Pittsburgh, Pennsylvania 15201. Plaintiff is the daughter of Mrs. Joann Thomas, now deceased.

2. Plaintiff, the Estate of Mrs. Joann Thomas.

3. Defendant, Prudential Insurance Company of America, is a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania with its principal place of business located at 213 Washington Street #2917 Newark, New Jersey 07102.

4. Defendant, Verizon Pennsylvania, Inc., is a Pennsylvania corporation with a corporate office at 416 Seventh Ave, Pittsburgh, PA 15219.

5. Defendant, Prudential and Defendant, Verizon, hereafter referred to together as "Defendants."

Sep. 7. 2021 8:35AM

No. 0635 P. 5/116

B. Jurisdiction and Venue

6. This Honorable Court has jurisdiction pursuant to 42 Pa. C.S. §931 and the Declaratory Judgment Act, 42 Pa. C.S §§ 7531-7541,
7. This Honorable Court has jurisdiction over the Defendants as they regularly conduct business in Allegheny County, Pennsylvania,
8. Venue in this Honorable Court is proper pursuant to Pa.R.Civ.P. 2179 as the cause of action arose under a duly issued insurance policy.

C. The Insurance Claim

9. Verizon issued life insurance coverage to the Decedent, as part of an employee benefits package (the "Policy"). [Coverage verification is attached/marked as Exhibit A]

10. The Policy included a Retiree Basic Life Insurance of \$24,000.00 and a Retiree Supplemental Life Insurance of \$21,000.00 (together "Benefits") payable at the death of the Decedent,

11. The Decedent named her husband, Mr. Ronald Thomas as the primary beneficiary of the Policy, and listed her two children as contingent beneficiaries, the Plaintiff, Ms. Reagan Thomas, and Mr. Michael Thomas. [Beneficiary Statement Attached Hereto as Exhibit B].

12. On January 26, 2018, Plaintiff was granted Power of Attorney ("POA") over her father, Mr. Ronald Thomas, who had become incapacitated, and her mother, Mrs. Joann Thomas, [POA for Joann & Ronald Thomas Attached Hereto as Exhibit C].

13. On or about July 18, 2018 Plaintiff, in her capacity of POA, modified the Policy, to make herself and Mr. Michael Thomas the primary beneficiaries of the Policy with both being entitled to equal shares of the Policy and Mr. Ronald Thomas the contingent beneficiary of 100% of the

Sep. 7. 2021 8:36AM

No. 0635 P. 6/116

Policy, Verizon accepted such modification. [**Confirmation Statement Attached Hereto as Exhibit D**].

14. On or about October 30, 2018 the Policy was again modified; this time to name Plaintiff as the sole primary beneficiary of the Policy and Mr. Ronald Thomas the contingent beneficiary of 100% of the Policy. Verizon accepted such modification. [**Confirmation Statement Attached Hereto as Exhibit E**].

15. Prudential is the fiduciary responsible for determining payments under the Policy.

16. On November 2, 2018, Mrs. Thomas sadly passed away.

17. In accordance with the Policy, Defendants had a duty and obligation to provide appropriate Benefits to Plaintiff but failed to do so in accordance with the Policy.

18. Defendants have intentionally chosen to engage in making, publishing, issuing, or circulating its position on the terms and condition of the Policy providing Benefits by:

- a. Making false or misleading statements regarding the Policy;
- b. Failing to acknowledge and to act promptly upon written or oral communications with respect to claims under the Policy
- c. Failing to adopt and implement reasonable standards for the prompt instigation of claims arising under the Policy
- d. Refusing to pay claims without conducting reasonable investigation based upon all available information:
- e. Not attempting in good faith to effectuate prompt, fair and equitable statements of claims in which Plaintiff is entitlement under the policy has become reasonably clear.
- f. Compelling Plaintiff to institute litigation to recover amounts clearly and unequivocally due under the Policy;

Sep. 7. 2021 8:36AM

No. 0635 P. 7/116

- g. Delaying the investigation and payment of Benefits by requiring the Plaintiff to submit claims reports when Defendants were already in possession of the necessary information to conduct a proper claims review;
- h. Failing to promptly settle claims, where entitlement has become reasonably clear;
- i. Failing to promptly provide a reasonable explanation of the basis and the Policy in relation to the facts or applicable law for denial of a claim, the refusal of payment based upon the Defendant's independent investigation into all available information in a timely manner; and
- j. Refusing to provide the Benefits without conducting a reasonable investigation.

19. In a letter dated December 3, 2018 Defendant, Prudential acknowledged the passing of Mrs. Thomas. A copy is attached hereto; marked [Plaintiff's Exhibit F].

20. In the same letter referred to in paragraph 19 above, Defendant, Prudential provided Plaintiff with a Beneficiary Statement Packet and stated that Plaintiff must fill out the packet and submit it along with Mrs. Thomas's death certificate. A copy of the completed Beneficiary Statement and the death certificate are attached hereto; marked [Plaintiff's Exhibit G].

21. By letter dated January 3, 2019 Defendant, Prudential informed Plaintiff that its claim was under review for additional information. A copy of an identical letter has been sent to Plaintiff every month since the initiation of this claim two years ago. A copy of such letter is marked as [Plaintiff's Exhibit H] and is attached hereto.

22. Legal counsel for Plaintiff has sent multiple letters of representation to Defendants. Copies of such letters are marked as [Plaintiff's Exhibit I] and are attached hereto.

23. Defendants, however, have failed to cooperate with legal counsel for Plaintiff and at times has provided misleading or contradictory statements.

Sep. 7. 2021 8:36AM

No. 0635 P. 8/116

24. Plaintiff has cooperated fully with all demands submitted by Defendants and has submitted every document Defendants have requested.

25. Defendants have not provided Plaintiff with the Benefits under the Policy.

26. Mrs. Thomas has been deceased for more than two years, and the Benefits under her life insurance policy have been due for more than two years.

27. Defendants do not have a reasonable basis for failing to provide Plaintiff with the Benefits it is entitled to under the Policy.

COUNT 1
DECLARATORY JUDGMENT

28. The allegations contained in paragraph 1 through 27 are incorporated herein by reference as though they are fully set forth at length.

29. Plaintiff seeks a declaration of her rights and the Defendant's obligations under the Policy.

30. Plaintiff requests this Honorable Court to determine her rights under the Policy. Pennsylvania courts have the power to "declare rights, status and other legal relations whether or not further relief is or could be claimed." 42 Pa.C.S. § 7532. "Any person interested under a [...] written contract [...] or whose rights, status or other legal relations are affected by a [...] contract [...] may have determined any question of construction or validity arising under the [...] contract [...] and obtain a declaration of rights, status, or other legal relations thereunder." 42 Pa.C.S. §7533. "A contract may be construed either before or after there has been a breach thereof." 42 Pa.C.S. §7534.

31. A declaratory judgement determining Plaintiff's entitlement of the Benefits under the Policy will ensure the Plaintiff receives the Benefits under the Policy.

Sep. 7. 2021 8:36AM

No. 0635 P. 9/116

WHEREFORE, Plaintiff, respectfully requests this Honorable Court to enter a declaratory judgement that Defendants are obligated to provide the Benefits and interest under the Policy to Plaintiff as the primary Beneficiary under the Policy.

COUNT 2
BREACH OF CONTRACT

32. The allegations contained in paragraph 1 through 31 are incorporated herein by reference as though they are fully set forth at length.

33. The Policy was issued by the Defendants and the Plaintiff is the beneficiary and said Policy was in effect at all times relevant and pertinent to this litigation.

34. During such time, Defendants were engaged in the inappropriate conduct, misfeasance and nonfeasance as set forth above.

35. Defendants have also refused to pay appropriate Benefits to Plaintiff in a timely manner in accordance with the terms and conditions of the Policy.

36. By reason of the above Plaintiff has incurred legal costs to recover the Benefits properly due and to rectify the appropriate conduct, malfeasance and nonfeasance as referenced above.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to enter judgment against Defendants in the amount of [\$135,000. 00] together with interest, costs, counsel fees, court costs and punitive damages.

COUNT 3
BAD FAITH

37. The allegations contained in paragraph 1 through 36 are incorporated herein by reference as though they are fully set forth at length.

Sep. 7. 2021 8:37AM

No. 0635 P. 10/116

38. Defendant has acted in bad faith towards Plaintiff in violation of 42 Pa. C.S.A. §8371, *et seq.* and other requirements in Pennsylvania of the duty of good faith and fair dealing during the pendency of an insurance claim, the specifics of which being set forth above.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to enter judgment against Defendants in the amount of [\$135,000. 00] together with interest, costs, counsel fees, court costs and punitive damages.

COUNT 4
BREACH OF COVENANT OF GOOD
FAITH AND FAIR DEALING

39. The allegations contained in paragraph 1 through 38 are incorporated herein by reference as though they are fully set forth at length.

40. The actions set forth by Defendants against Plaintiff constitute a violation of the requirement of good faith and fair dealing within the Commonwealth of Pennsylvania.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to enter judgment against Defendant in the amount of [\$135,000. 00] together with interest, costs, counsel fees, court costs and punitive damages.

DATE 8/16/2021

Respectfully submitted,

By 

Albert G. Reese, Jr., Esquire
Attorney for the Plaintiff

Sep. 7, 2021 8:37AM

No. 0635 P. 11/116

DocuSign Envelope ID: D72273F4-C970-4062-AC8B-BB155E9CED13

VERIFICATION

I, Reagan L. Thomas, verify that the facts set forth in this COMPLAINT are true and correct to the best of my information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C. S. § 4904, relating to unsworn falsification to authorities.

Date: 7/30/2021

DocuSigned by:



5059F89D8CC2424

Reagan L. Thomas

Sep. 7. 2021 8:37AM

No. 0635 P. 12/116

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION

REAGAN L. THOMAS

Plaintiff,

v.

PRUDENTIAL INSURANCE COMPANY
OF AMERICA and VERIZON

Defendant,

COMPLAINT

SHERIFF'S OFFICE
SOMERSET COUNTY, NJ
RECEIVED
2021 AUG 31 A 7:40

CERTIFICATION OF SERVICE

I hereby certify that I am this day serving upon the persons and in the manner indicated below.
The manner of service satisfies the requirements of Pa.R.Civ.P. 400 *et seq.*

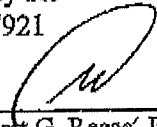
Allegheny County Courthouse
414 Grant Street
Pittsburgh, PA 15219

Court Administrator
Allegheny County Courthouse
436 Grant Street
Pittsburgh, PA 15219

Prudential Insurance Company of America
Law Office
751 Broad Street
Newark, New Jersey 07102

Verizon
Attn.: VSAT
180 Washington Valley Road
Bedminster, NJ 07921

Date: 8/16/21


Albert G. Reese, Jr., Esquire
Pa. I.D. #93813
Law Office Albert G. Reese, Jr.
640 Rodi Road, Suite 2
Pittsburgh, PA 15235
(412) 241-1697 Telephone
(412) 241-1687 Facsimile
areese8897@aol.com email

Sep. 7. 2021 8:37AM

No. 0635 P. 13/116

COVERAGE VERIFICATION

Group Policyholder: Trustees of the Supplemental and Dependent Life Insurance Trust
for the Employees of Verizon Corporation.

Owner: JOANN THOMAS
715 1048 STANTON TERRACE
PITTSBURGH PA 15201

Group Policy Number: 104163
Policy Anniversary Date: January 1

Coverage ID Number: 3566976

**Original Effective Date of
Coverage:** 01/01/02

**Current Effective Date of
Coverage:** 01/01/02

Covered Person: JOANN THOMAS

Covered Person's Age: 61 *

Specified Amount: \$46,000

Rating Class: N/A

Automatic Increases When Earnings Increase: NO

Company: Metropolitan Life Insurance Company

* As of Policy Anniversary Date



CREATED ON: 12/16/2004

Sep. 7. 2021 8:38AM

No. 0635 P. 14/116

verizon

Date prepared: 05/16/2018

P000049
 JOANN THOMAS
 1048 STANTON TERRANCE
 PITTSBURGH, PA 15201

Beneficiary confirmation statement

This confirmation statement serves as verification of the beneficiary information currently on record for your Verizon Insurance benefits.

Beneficiary designations

Plan	Beneficiary	Relationship	Date of birth	Primary percentage	Contingent percentage
Retiree Basic Life Insurance	RONALD THOMAS	Spouse	07/27/1943	100%	
	MICHAEL THOMAS	Child	12/18/1978		50%
	REAGAN THOMAS	Child	09/01/1976		50%

It is important that you name a beneficiary(ies) for each of your benefit(s) listed above. If you do not name a beneficiary, your benefits will be paid as outlined in the applicable Summary Plan Description (SPD).

If you have questions about estate planning, you should consult your legal advisor.

You can review and make updates to your beneficiary information on BenefitsConnection through About You or at verizon.com/benefitsconnection.

EXHIBIT

B

11/11/11
 sent to SSA
 10/19/11
 10/19/11

Sep. 7. 2021 8:38AM

No. 0635 P. 15/116

Case 18-21081-GLT Doc 38-4 Filed 06/10/18 Entered 06/10/18 12:15:37 Desc
Exhibit Page 1 of 13

RONALD LEE THOMAS
DURABLE FINANCIAL/MEDICAL POWER OF ATTORNEY

NOTICE

THE PURPOSE OF THIS POWER OF ATTORNEY IS TO GIVE THE PERSON YOU DESIGNATE (YOUR "AGENT") BROAD POWERS TO HANDLE YOUR PROPERTY, WHICH MAY INCLUDE POWERS TO SELL OR OTHERWISE DISPOSE OF ANY REAL OR PERSONAL PROPERTY WITHOUT ADVANCE NOTICE TO YOU OR APPROVAL BY YOU.

THIS POWER OF ATTORNEY DOES NOT IMPOSE A DUTY ON YOUR AGENT TO EXERCISE GRANTED POWERS, BUT WHEN POWERS ARE EXERCISED, YOUR AGENT MUST USE DUE CARE TO ACT FOR YOUR BENEFIT AND IN ACCORDANCE WITH THIS POWER OF ATTORNEY.

YOUR AGENT MAY EXERCISE THE POWERS GIVEN HERE THROUGHOUT YOUR LIFETIME, EVEN AFTER YOU BECOME INCAPACITATED, UNLESS YOU EXPRESSLY LIMIT THE DURATION OF THESE POWERS OR YOU REVOKE THESE POWERS OR A COURT ACTING ON YOUR BEHALF TERMINATES YOUR AGENT'S AUTHORITY.

YOUR AGENT MUST ACT IN ACCORDANCE WITH YOUR REASONABLE EXPECTATIONS TO THE EXTENT ACTUALLY KNOWN BY YOUR AGENT AND, ONLY WITHIN THE SCOPE OF AUTHORITY GRANTED BY YOU IN THE POWER OF ATTORNEY.

THE LAW PERMITS YOU, IF YOU CHOOSE, TO GRANT BROAD AUTHORITY TO AN AGENT UNDER POWER OF ATTORNEY, INCLUDING THE ABILITY TO GIVE AWAY ALL OF YOUR PROPERTY WHILE YOU ARE ALIVE OR TO SUBSTANTIALLY CHANGE HOW YOUR PROPERTY IS DISTRIBUTED AT YOUR DEATH. BEFORE SIGNING THIS DOCUMENT, YOU SHOULD SEEK THE ADVICE OF AN ATTORNEY AT LAW TO MAKE SURE YOU UNDERSTAND IT.

A COURT CAN TAKE AWAY THE POWERS OF YOUR AGENT IF IT FINDS YOUR AGENT IS NOT ACTING PROPERLY.

THE POWERS AND DUTIES OF AN AGENT UNDER A POWER OF ATTORNEY ARE EXPLAINED MORE FULLY IN 20 PA.C.S. CH. 56.

IF THERE IS ANYTHING ABOUT THIS FORM THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK A LAWYER OF YOUR OWN CHOOSING TO EXPLAIN IT TO YOU.

I have read or had explained to me this notice and I understand its contents.


Ronald Lee Thomas
RONALD LEE THOMAS

1-26-18
Date

EXHIBIT

Sep. 7. 2021 8:38AM

No. 0635 P. 16/116

Case 18-21081-GLT Doc 38-4 Filed 06/10/18 Entered 06/10/18 12:15:37 Desc
Exhibit Page 2 of 13

1. Principal and Attorney-in-Fact

I, Ronald Lee Thomas, of 1048 Stanton Terrace, Pittsburgh, Pennsylvania 15201, appoint my daughter, Reagan Thomas, of 1048 Stanton Terrace, Pittsburgh, Pennsylvania 15201, as my attorney-in-fact to act for me in any lawful way with respect to the powers delegated in Part 6, below. If that person (or all of those persons, if I name more than one) is unable or unwilling to serve as attorney-in-fact, I appoint the following alternates, to serve alone in the order named:

First Alternates

Name: _____

Address: _____

Or

Name: _____

Address: _____

2. Authorization of Attorneys-in-Fact

If I have named more than one attorney-in-fact, they are authorized to act:

☐ jointly☒ independently

3. Delegation of Authority

☐ My attorney-in-fact may delegate, in writing, any authority granted under this power of attorney to a person he or she selects. Any such delegation shall state the period during which it is valid and specify the extent of the delegation.

☒ My attorney-in-fact may not delegate any authority granted under this power of attorney.

4. Effective Date and Durability

☐ This power of attorney is not durable. It is effective immediately, and shall terminate on _____.

☒ This power of attorney is durable. It is effective immediately, and shall continue in effect if I become incapacitated or disabled.

Sep. 7. 2021 8:38AM

No. 0635 P. 17/116

Case 18-21081-GLT Doc 38-4 Filed 06/10/18 Entered 06/10/18 12:15:37 Desc
Exhibit Page 3 of 13

[] This power of attorney is durable. It shall take effect only if I become incapacitated or disabled and unable to manage my financial affairs.

5. Determination of Incapacity

If I am creating a springing durable power of attorney under Part 4 of this document, my incapacity or disability shall be determined by written declaration of [X] one or [] two licensed physician(s). Each declaration shall be made under penalty of perjury and shall state that in the physician's opinion I am substantially unable to manage my financial affairs. If possible, the declaration(s) shall be made by _____. No licensed physician shall be liable to me for any actions taken under this part which are done in good faith.

6. Powers of the Attorney-in-Fact

I grant my attorney-in-fact power to act on my behalf in the following matters, as indicated by my initials next to each granted power or on line (14), granting all the listed powers. Powers that are struck through are not granted.

INITIALS

- | | |
|-----------|---|
| <u>RM</u> | (1) Real estate transactions. <i>Reason + Michael</i> |
| <u>RM</u> | (2) Tangible personal property transactions. |
| <u>RM</u> | (3) Stock and bond, commodity and option transactions. |
| <u>RM</u> | (4) Banking and other financial institution transactions. |
| <u>RM</u> | (5) Business operating transactions. |
| <u>RM</u> | (6) Insurance and annuity transactions. |
| <u>RM</u> | (7) Estate, trust, and other beneficiary transactions. |
| <u>RM</u> | (8) Living trust transactions. |
| <u>RM</u> | (9) Legal actions. |
| <u>RM</u> | (10) Personal and family care. |
| <u>RM</u> | (11) Government benefits. |
| <u>RM</u> | (12) Retirement plan transactions. |
| <u>RM</u> | (13) Tax matters. |
| <u>RM</u> | (14) All health and medical matters. |
| <u>RM</u> | (15) ALL POWERS (1 THROUGH 14) LISTED ABOVE. |

These powers are defined in Part 14, below.

7. Special Instructions to the Attorney-in-Fact

Sep. 7. 2021 8:39AM

No. 0635 P. 18/116

Case 18-21081-GLT Doc 38-4 Filed 06/10/18 Entered 06/10/18 12:15:37 Desc
Exhibit Page 5 of 13

10. **Commingling by the Attorney-in-Fact**

☐ My attorney-in-fact may commingle any of my funds with any funds of his or hers.

☐ My attorney-in-fact may commingle any of my funds with any funds of his or hers. However, if a successor attorney-in-fact is serving under this document, the successor attorney-in-fact may not commingle any of my funds with any funds of his or hers.

☒ My attorney-in-fact may not commingle any of my funds with any funds of his or hers.

11. **Liability of the Attorney-in-Fact**

My attorney-in-fact shall not incur any liability to me, my estate, my heirs, successors or assigns for acting or refraining from acting under this document, except for willful misconduct or gross negligence. My attorney-in-fact is not required to make my assets produce income, increase the value of my estate, diversify my investments or enter into transactions authorized by this document, as long as my attorney-in-fact believes his or her actions are in my best interests or in the interests of my estate and of those interested in my estate. A successor attorney-in-fact shall not be liable for acts of a prior attorney-in-fact.

12. **Reliance on This Power of Attorney**

Any third party who receives a copy of this document may rely on and act under it. Revocation of the power of attorney is not effective as to a third party until the third party has actual knowledge of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

13. **Severability**

If any provision of this document is ruled unenforceable, the remaining provisions shall stay in effect.

14. **Definition of Powers Granted to the Attorney-in-Fact**

The powers granted in Part 6 of this document authorize my attorney-in-fact to do the following:

Sep. 7. 2021 8:39AM

No. 0635 P. 19/116

Case 18-21081-GLT Doc 38-4 Filed 06/10/18 Entered 06/10/18 12:15:37 Desc
Exhibit Page 5 of 13

10. **Commingle by the Attorney-in-Fact**

☐ My attorney-in-fact may commingle any of my funds with any funds of his or hers.

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12. **Reliance on This Power of Attorney**

Any third party who receives a copy of this document may rely on and act under it. Revocation of the power of attorney is not effective as to a third party until the third party has actual knowledge of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

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If any provision of this document is ruled unenforceable, the remaining provisions shall stay in effect.

14. **Definition of Powers Granted to the Attorney-in-Fact**

The powers granted in Part 6 of this document authorize my attorney-in-fact to do the following:

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Case 18-21081-GLT Doc 38-4 Filed 06/10/18 Entered 06/10/18 12:15:37 Desc
Exhibit Page 6 of 13

(1) Real estate transactions

Act for me in any manner to deal with all or any part of any interest in real property that I own at the time of execution of this document or later acquire, under such terms, conditions and covenants as my attorney-in-fact deems proper. My attorney-in-fact's powers include but are not limited to the power to:

- (a) Accept as a gift or as security for a loan, reject, demand, buy, lease, receive or otherwise acquire ownership of possession of any estate or interest in real property.
- (b) Sell, exchange, convey with or without covenants, quitclaim, release, surrender, mortgage, encumber, partition or consent to the partitioning of, grant options concerning, lease, sublet or otherwise dispose of any interest in real property.
- (c) Maintain, repair, improve, insure, rent, lease, and pay or contest taxes or assessments on any estate or interest in real property I own or claim to own.
- (d) Prosecute, defend, intervene in, submit to arbitration, settle and propose or accept a compromise with respect to any claim in favor of or against me based on or involving any real estate transaction.

(2) Tangible personal property transactions

Act for me in any manner to deal with all or any part of any interest in personal property that I own at the time of execution of this document or later acquire, under such terms as my attorney-in-fact deems proper. My attorney-in-fact's powers include but are not limited to the power to lease, buy, exchange, accept as a gift or as security for a loan, acquire, possess, maintain, repair, improve, insure, rent, convey, mortgage, pledge, and pay or contest taxes and assessments on any tangible personal property.

(3) Stock and bond, commodity, option and other securities transactions

Do any act which I can do through an agent, with respect to any interest in a bond, share, other instrument of similar character or commodity. My attorney-in-fact's powers include but are not limited to the power to:

- (a) Accept as a gift or as security for a loan, reject, demand, buy, receive or otherwise acquire ownership or possession of any bond, share, instrument of similar character, commodity interest or any investment with respect thereto, together with the interest, dividends, proceeds or other distributions connected with it.

Sep. 7. 2021 8:40AM

No. 0635 P. 21/116

Case 18-21081-GLT Doc 38-4 Filed 06/10/18 Entered 06/10/18 12:15:37 Desc
Exhibit Page 7 of 13

- (b) Sell (including short sales), exchange, transfer, release, surrender, pledge, trade in or otherwise dispose of any bond, share, instrument of similar character or commodity interest.
- (c) Demand, receive and obtain any money or other thing of value to which I am or may become or may claim to be entitled as the proceeds of any interest in a bond, share, other instrument of similar character or commodity interest.
- (d) Agree and contract, in any manner, and with any broker or other person and on any terms, for the accomplishment of any purpose listed in this section.
- (e) Execute, acknowledge, seal and deliver any instrument my attorney-in-fact thinks useful to accomplish a purpose listed in this section, or any report or certificate required by law or regulation.

(4) Banking and other financial institution transactions

Do any act that I can do through an agent in connection with any banking transaction that might affect my financial or other interests. My attorney-in-fact's powers include but are not limited to the power to:

- (a) Continue, modify and terminate any deposit account or other banking arrangement, or open either in the name of the agent alone or my name alone or in both our names jointly, a deposit account of any type in any financial institution, rent a safe deposit box or vault space, have access to a safe deposit box or vault to which I would have access, and make other contracts with the institution.
- (b) Make, sign and deliver checks or drafts, and withdraw my funds or property from any financial institution by check, order or otherwise.
- (c) Prepare financial statements concerning my assets and liabilities or income and expenses and deliver them to any financial institution, and receive statements, notices or other documents from any financial institution.
- (d) Borrow money from a financial institution on terms my attorney-in-fact deems acceptable, give security out of my assets, and pay, renew or extend the time of payment of any note given by or on my behalf.

(5) Business operating transactions

Do any act that I can do through an agent in connection with any business operated by me that my attorney-in-fact deems desirable. My attorney-in-fact's powers include but are not limited to the power to:

- (a) Perform any duty and exercise any right, privilege or option which I have or claim to have under any contract of partnership, enforce the terms of any

Sep. 7. 2021 8:40AM

No. 0635 P. 22/116

Case 18-21081-GLT Doc 38-4 Filed 06/10/18 Entered 06/10/18 12:15:37 Desc
Exhibit Page 8 of 13

partnership agreement, and defend, submit to arbitration or settle any legal proceeding to which I am a party because of membership in a partnership.

- (b) Exercise in person or by proxy and enforce any right, privilege or option which I have as the holder of any bond, share or instrument of similar character and defend, submit to arbitration or settle a legal proceeding to which I am a party because of any such bond, share or instrument of similar character.
- (c) With respect to a business owned solely by me, continue, modify, extend or terminate any contract on my behalf, demand and receive all money that is due or claimed by me and use such funds in the operation of the business, engage in banking transactions my attorney-in-fact deems desirable, determine the location of the operation, the nature of the business it undertakes, its name, methods of manufacturing, selling, marketing, financing, accounting, form of organization and insurance, and hiring and paying employees and independent contractors.
- (d) Execute, acknowledge, seal and deliver any instrument of any kind that my attorney-in-fact thinks useful to accomplish any purpose listed in this section.
- (e) Pay, compromise or contest business taxes or assessments.
- (f) Demand and receive money or other things of value to which I am or claim to be entitled as the proceeds of any business operation, and conserve, invest, disburse or use anything so received for purposes listed in this section.

(6) Insurance and annuity transactions

Do any act that I can do through an agent, in connection with any insurance or annuity policy that my attorney-in-fact deems desirable. My attorney-in-fact's powers include but are not limited to the power to:

- (a) Continue, pay the premium on, modify, rescind or terminate any annuity or policy of life, accident, health, disability or liability insurance procured by me or on my behalf before the execution of this power of attorney. My attorney-in-fact cannot name himself or herself as beneficiary of a renewal, extension or substitute for such a policy unless he or she was already the beneficiary before I signed the power of attorney.
- (b) Procure new, different or additional contracts of health, disability, accident or liability insurance on my life, modify, rescind or terminate any such contract and designate the beneficiary of any such contract.
- (c) Sell, assign, borrow on, pledge, or surrender and receive the cash surrender value of any policy.

(7) Estate, trust and other beneficiary transactions

Sep. 7. 2021 8:41AM

No. 0635 P. 23/116

Case 18-21081-GLT Doc 38-4 Filed 06/10/18 Entered 06/10/18 12:15:37 Desc
Exhibit Page 9 of 13

Act for me in all matters that affect a trust, probate estate, guardianship, conservatorship, escrow, custodianship or other fund from which I am, may become or claim to be entitled, as a beneficiary, to a share or payment. My attorney-in-fact's authority includes the power to disclaim any assets which I am, may become or claim to be entitled, as a beneficiary, to a share or payment.

(8) Living trust transactions

Transfer ownership of any property over which he or she has authority under this document to the trustee of a revocable trust I have created as settlor. Such property may include real estate, stocks, bonds, accounts with financial institutions, insurance policies or other property.

(9) Legal actions

Act for me in all matters that affect claims in favor of or against me and proceedings in any court or administrative body. My attorney-in-fact's powers include but are not limited to the power to:

- (a) Hire an attorney to assert any claim or defense before any court, administrative board or other tribunal.
- (b) Submit to arbitration or mediation or settle any claim in favor of or against me or any litigation to which I am a party, pay any judgment or settlement and receive any money or other things of value paid in settlement.

(10) Personal and family maintenance

Do all acts necessary to maintain my customary standard of living, and that of my spouse and children and other persons customarily supported by or legally entitled to be supported by me. My attorney-in-fact's powers include but are not limited to the power to:

- (a) Pay for medical, dental and surgical care, living quarters, usual vacations and travel expenses, shelter, clothing, food, appropriate education and other living costs.
- (b) Continue arrangements with respect to automobiles or other means of transportation, charge accounts, discharge of any services or duties assumed by me to any parent, relative or friend, contributions or payments incidental to membership or affiliation in any church, club, society or other organization.

(11) Government benefits

Act for me in all matters that affect my right to government benefits, including Social

Sep. 7. 2021 8:41AM

No. 0635 P. 24/116

Case 18-21081-GLT Doc 38-4 Filed 06/10/18 Entered 06/10/18 12:15:37 Desc
Exhibit Page 10 of 13

Security, Medicare, Medicaid, or other governmental programs, or civil or military service. My attorney-in-fact's powers include but are not limited to the power to:

- (a) Prepare, execute, file, prosecute, defend, submit to arbitration or settle a claim on my behalf to benefits or assistance, financial or otherwise.
- (b) Receive the proceeds of such a claim and conserve, invest, disburse or use them on my behalf.

(12) Retirement plan transactions

Act for me in all matters that affect my retirement plans. My attorney-in-fact's powers include but are not limited to the power to select payment options under any retirement plan in which I participate, make contributions to those plans, exercise investment options, receive payment from a plan, roll over plan benefits into other retirement plans, designate beneficiaries under those plans and change existing beneficiary designations.

(13) Tax matters

Act for me in all matters that affect my local, state and federal taxes. My attorney-in-fact's powers include but are not limited to the power to:

- (a) Prepare, sign and file federal, state, local and foreign income, gift, payroll, Federal Insurance Contributions Act returns and other tax returns, claims for refunds, requests for extension of time, petitions, any power of attorney required by the Internal Revenue Service or other taxing authority, and other documents.
- (b) Pay taxes due, collect refunds, post bonds, receive confidential information, exercise any election available to me and contest deficiencies determined by a taxing authority.

(14) Medical matters

I specifically grant to my Attorney-in-Fact power to act for me in my name, place, and stead and, for my use and benefit:

- (a) To authorize my medical treatment if I shall be physically or mentally incapacitated or otherwise unable to make such authorization for myself, including authorization for emergency care, hospitalization, surgery, therapy and/or any other kind of

Sep. 7. 2021 8:41AM

No. 0635 P. 25/116

Case 18-21081-GLT Doc 38-4 Filed 06/10/18 Entered 06/10/18 12:15:37 Desc
Exhibit Page 11 of 13

treatment or procedures which he or she shall in his/her sole discretion think necessary for my benefit.

- (b) To consult with and advise any physicians, nurses, therapists, dentists, or other medical personnel on my behalf and for my health and welfare.
- (c) To be given first priority in visitation should I be a patient in any hospital, healthcare facility or institution, and should I be unable to express a preference on account of my illness or disability.
- (d) To receive into his or her possession any and all items of personal property and effects that may be recovered from or about my person by any hospital, relief agency, or other person at the time of my illness, disability or death.
- (e) To execute all necessary instruments and to perform all necessary acts required by the execution and implementation of the aforesaid authorization.
- (f) To apply for government and insurance benefits, to prosecute and defend legal actions, to arrange for transportation and travel, to contract for medical and dental care for me; in so doing the foregoing, to sign my name and to represent me.

I understand the importance of the powers I delegate to my attorney-in-fact in this document. I recognize that the document gives my attorney-in-fact broad powers over my assets.

Signed this 26th day of January, 2018.

Commonwealth of Pennsylvania, County of Allegheny

Ronald L. Thomas
Ronald Lee Thomas

2836
Social Security Number

**SIGN
HERE**

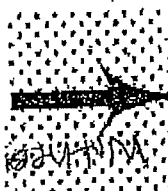
Sep. 7. 2021 8:42AM

No. 0635 P. 26/116

Case 18-21081-GLT Doc 38-4 Filed 06/10/18 Entered 06/10/18 12:15:37 Desc
Exhibit Page 12 of 13

WITNESSES

On the date written above, the principal declared to me that this instrument is his financial power of attorney, and that he willingly executed it as a free and voluntary act. The principal signed this instrument in my presence.

 Kena M. Payne
Name
7318 Joshua St.
Address
Pgh, Pa 15206
County
Allegheny

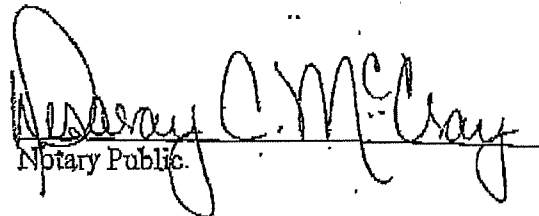
Desay C. McCray
Name
724 Ridge Ave
Address
Ford City Pa 16226
County
Armstrong

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY.)

On January 26, 2018, 2018; before me, Desaray C. McCray, a notary public in and for said Commonwealth, personally appeared Ronald Lee Thomas, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Notary Public.

My commission expires 1-22-2019.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Desaray C. McCray, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Jan. 22, 2019
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES 12-

Sep. 7. 2021 8:42AM

No. 0635 P. 27/116

Case 18-21081-GLT Doc 38-4 Filed 06/10/18 Entered 06/10/18 12:15:37 Desc
Exhibit Page 13 of 13

PREPARATION STATEMENT

This document was prepared by:

Albert G. Reese, Jr., Esquire
The Law Office of Albert G. Reese, Jr.
640 Rodi Road, 2nd Floor, Suite 2
Pittsburgh, PA 15235
(412) 241-1697

ACKNOWLEDGMENT OF ATTORNEY-IN-FACT

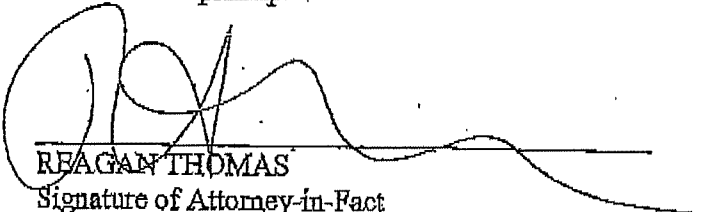
I, REAGAN THOMAS, have read the attached power of attorney and am the person identified as the attorney-in-fact (the "agent") for the principal. I hereby acknowledge that in the absence of a specific provision to the contrary in the power of attorney or in 20 Pa.C.S., when I act as agent:

I shall act in accordance with the principal's reasonable expectations to the extent actually known by me and, otherwise, in the principal's best interest, act in good faith and act only within the scope of authority granted to me by the principal in the power of attorney.

I shall keep the assets of the principal separate from my assets.

I shall exercise reasonable caution and prudence.

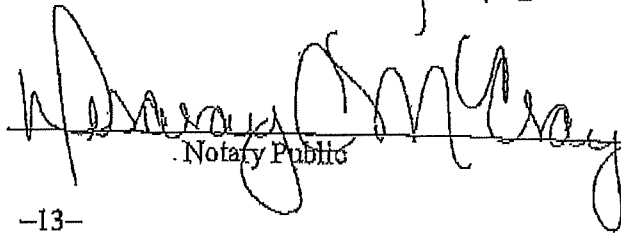
I shall keep a full and accurate record of all actions, receipts and disbursements on behalf of the principal.


REAGAN THOMAS
Signature of Attorney-in-Fact

1-26-18
Date

SWORN TO AND SUBSCRIBED BEFORE ME this 26 day of January 18.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Desaray C. McCray, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Jan. 22, 2019
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES


Notary Public

Sep. 7. 2021 8:42AM

No. 0635 P. 28/116

JOANN THOMAS
DURABLE FINANCIAL/MEDICAL POWER OF ATTORNEY

NOTICE

THE PURPOSE OF THIS POWER OF ATTORNEY IS TO GIVE THE PERSON YOU DESIGNATE (YOUR "AGENT") BROAD POWERS TO HANDLE YOUR PROPERTY, WHICH MAY INCLUDE POWERS TO SELL OR OTHERWISE DISPOSE OF ANY REAL OR PERSONAL PROPERTY WITHOUT ADVANCE NOTICE TO YOU OR APPROVAL BY YOU.

THIS POWER OF ATTORNEY DOES NOT IMPOSE A DUTY ON YOUR AGENT TO EXERCISE GRANTED POWERS, BUT WHEN POWERS ARE EXERCISED, YOUR AGENT MUST USE DUE CARE TO ACT FOR YOUR BENEFIT AND IN ACCORDANCE WITH THIS POWER OF ATTORNEY.

YOUR AGENT MAY EXERCISE THE POWERS GIVEN HERE THROUGHOUT YOUR LIFETIME, EVEN AFTER YOU BECOME INCAPACITATED, UNLESS YOU EXPRESSLY LIMIT THE DURATION OF THESE POWERS OR YOU REVOKE THESE POWERS OR A COURT ACTING ON YOUR BEHALF TERMINATES YOUR AGENT'S AUTHORITY.

YOUR AGENT MUST ACT IN ACCORDANCE WITH YOUR REASONABLE EXPECTATIONS TO THE EXTENT ACTUALLY KNOWN BY YOUR AGENT AND, ONLY WITHIN THE SCOPE OF AUTHORITY GRANTED BY YOU IN THE POWER OF ATTORNEY.

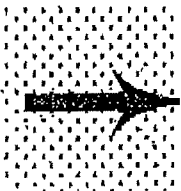
THE LAW PERMITS YOU, IF YOU CHOOSE, TO GRANT BROAD AUTHORITY TO AN AGENT UNDER POWER OF ATTORNEY, INCLUDING THE ABILITY TO GIVE AWAY ALL OF YOUR PROPERTY WHILE YOU ARE ALIVE OR TO SUBSTANTIALLY CHANGE HOW YOUR PROPERTY IS DISTRIBUTED AT YOUR DEATH. BEFORE SIGNING THIS DOCUMENT, YOU SHOULD SEEK THE ADVICE OF AN ATTORNEY AT LAW TO MAKE SURE YOU UNDERSTAND IT.

A COURT CAN TAKE AWAY THE POWERS OF YOUR AGENT IF IT FINDS YOUR AGENT IS NOT ACTING PROPERLY.

THE POWERS AND DUTIES OF AN AGENT UNDER A POWER OF ATTORNEY ARE EXPLAINED MORE FULLY IN 20 PA.C.S. CH. 56.

IF THERE IS ANYTHING ABOUT THIS FORM THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK A LAWYER OF YOUR OWN CHOOSING TO EXPLAIN IT TO YOU.

I have read or had explained to me this notice and I understand its contents.




JOANN THOMAS

Date

1-26-18

Sep. 7. 2021 8:43AM

No. 0635 P. 29/116

1. Principal and Attorney-in-Fact

I, Joann Thomas, of 1048 Stanton Terrace, Pittsburgh, Pennsylvania 15201, appoint my daughter, Reagan Thomas, of 1048 Stanton Terrace, Pittsburgh, Pennsylvania 15201, as my attorney-in-fact to act for me in any lawful way with respect to the powers delegated in Part 6, below. If that person (or all of those persons, if I name more than one) is unable or unwilling to serve as attorney-in-fact, I appoint the following alternates, to serve alone in the order named:

First Alternates

Name: _____

Address: _____

_____**Or**

Name: _____

Address: _____

_____**2. Authorization of Attorneys-in-Fact**

If I have named more than one attorney-in-fact, they are authorized to act:

☐ jointly☒ independently**3. Delegation of Authority**

☐ My attorney-in-fact may delegate, in writing, any authority granted under this power of attorney to a person he or she selects. Any such delegation shall state the period during which it is valid and specify the extent of the delegation.

☒ My attorney-in-fact may not delegate any authority granted under this power of attorney.

4. Effective Date and Durability

☐ This power of attorney is not durable. It is effective immediately, and shall terminate on _____.

☒ This power of attorney is durable. It is effective immediately, and shall continue in effect if I become incapacitated or disabled.

Sep. 7. 2021 8:43AM

No. 0635 P. 30/116

☐ This power of attorney is durable. It shall take effect only if I become incapacitated or disabled and unable to manage my financial affairs.

5. Determination of Incapacity

If I am creating a springing durable power of attorney under Part 4 of this document, my incapacity or disability shall be determined by written declaration of ☒ one or ☐ two licensed physician(s). Each declaration shall be made under penalty of perjury and shall state that in the physician's opinion I am substantially unable to manage my financial affairs. If possible, the declaration(s) shall be made by _____. No licensed physician shall be liable to me for any actions taken under this part which are done in good faith.

6. Powers of the Attorney-in-Fact

I grant my attorney-in-fact power to act on my behalf in the following matters, as indicated by my initials next to each granted power or on line (14), granting all the listed powers. Powers that are struck through are not granted.

INITIALS

- | | |
|-------|---|
| _____ | (1) Real estate transactions. |
| _____ | (2) Tangible personal property transactions. |
| _____ | (3) Stock and bond, commodity and option transactions. |
| _____ | (4) Banking and other financial institution transactions. |
| _____ | (5) Business operating transactions. |
| _____ | (6) Insurance and annuity transactions. |
| _____ | (7) Estate, trust, and other beneficiary transactions. |
| _____ | (8) Living trust transactions. |
| _____ | (9) Legal actions. |
| _____ | (10) Personal and family care. |
| _____ | (11) Government benefits. |
| _____ | (12) Retirement plan transactions. |
| _____ | (13) Tax matters. |
| _____ | (14) All health and medical matters. |
| _____ | (15) ALL POWERS (1 THROUGH 14) LISTED ABOVE. |

These powers are defined in Part 14, below.

7. Special Instructions to the Attorney-in-Fact

Barrie

Sep. 7. 2021 8:43AM

No. 0635 P. 31/116

8. Compensation and Reimbursement of the Attorney-in-Fact

☒ My attorney-in-fact shall not be compensated for services, but shall be entitled to reimbursement, from my assets, for reasonable expenses. Reasonable expenses include but are not limited to reasonable fees for information or advice from accountants, lawyers or investment experts relating to my attorney-in-fact's responsibilities under this power of attorney.

☐ My attorney-in-fact shall be entitled to reimbursement for reasonable expenses and reasonable compensation for services. What constitutes reasonable compensation shall be determined exclusively by my attorney-in-fact. If more than one attorney-in-fact is named in this document, each shall have the exclusive right to determine what constitutes reasonable compensation for his or her own duties.

☐ My attorney-in-fact shall be entitled to reimbursement for reasonable expenses and compensation for services in the amount of \$_____. If more than one attorney-in-fact is named in this document, each shall be entitled to receive this amount.

9. Personal Benefit to the Attorney-in-Fact

☐ My attorney-in-fact may buy any assets of mine or engage in any transaction he or she deems in good faith to be in my interest, no matter what the interest or benefit to my attorney-in-fact.

☐ My attorney-in-fact may buy any assets of mine or engage in any transaction he or she deems in good faith to be in my interest, no matter what the interest or benefit to my attorney-in-fact. However, if a successor attorney-in-fact is serving under this document, he or she may not benefit personally from any transaction engaged in on my behalf.

☒ My attorney-in-fact may not benefit personally from any transaction engaged in on my behalf.

☐ Although my attorney-in-fact may receive gifts of my property as described in Part 7 of this document, my attorney-in-fact may not benefit personally from any other transaction he or she engages in on my behalf.

Sep. 7. 2021 8:43AM

No. 0635 P. 32/116

10. Commingling by the Attorney-in-Fact

☐ My attorney-in-fact may commingle any of my funds with any funds of his or hers.

☐ My attorney-in-fact may commingle any of my funds with any funds of his or hers. However, if a successor attorney-in-fact is serving under this document, the successor attorney-in-fact may not commingle any of my funds with any funds of his or hers.

☒ My attorney-in-fact may not commingle any of my funds with any funds of his or hers.

11. Liability of the Attorney-in-Fact

My attorney-in-fact shall not incur any liability to me, my estate, my heirs, successors or assigns for acting or refraining from acting under this document, except for willful misconduct or gross negligence. My attorney-in-fact is not required to make my assets produce income, increase the value of my estate, diversify my investments or enter into transactions authorized by this document, as long as my attorney-in-fact believes his or her actions are in my best interests or in the interests of my estate and of those interested in my estate. A successor attorney-in-fact shall not be liable for acts of a prior attorney-in-fact.

12. Reliance on This Power of Attorney

Any third party who receives a copy of this document may rely on and act under it. Revocation of the power of attorney is not effective as to a third party until the third party has actual knowledge of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

13. Severability

If any provision of this document is ruled unenforceable, the remaining provisions shall stay in effect.

14. Definition of Powers Granted to the Attorney-in-Fact

The powers granted in Part 6 of this document authorize my attorney-in-fact to do the following:

Sep. 7. 2021 8:44AM

No. 0635 P. 33/116

(1) Real estate transactions

Act for me in any manner to deal with all or any part of any interest in real property that I own at the time of execution of this document or later acquire, under such terms, conditions and covenants as my attorney-in-fact deems proper. My attorney-in-fact's powers include but are not limited to the power to:

- (a) Accept as a gift or as security for a loan, reject, demand, buy, lease, receive or otherwise acquire ownership or possession of any estate or interest in real property.
- (b) Sell, exchange, convey with or without covenants, quitclaim, release, surrender, mortgage, encumber, partition or consent to the partitioning of, grant options concerning, lease, sublet or otherwise dispose of any interest in real property.
- (c) Maintain, repair, improve, insure, rent, lease, and pay or contest taxes or assessments on any estate or interest in real property I own or claim to own.
- (d) Prosecute, defend, intervene in, submit to arbitration, settle and propose or accept a compromise with respect to any claim in favor of or against me based on or involving any real estate transaction.

(2) Tangible personal property transactions

Act for me in any manner to deal with all or any part of any interest in personal property that I own at the time of execution of this document or later acquire, under such terms as my attorney-in-fact deems proper. My attorney-in-fact's powers include but are not limited to the power to lease, buy, exchange, accept as a gift or as security for a loan, acquire, possess, maintain, repair, improve, insure, rent, convey, mortgage, pledge, and pay or contest taxes and assessments on any tangible personal property.

(3) Stock and bond, commodity, option and other securities transactions

Do any act which I can do through an agent, with respect to any interest in a bond, share, other instrument of similar character or commodity. My attorney-in-fact's powers include but are not limited to the power to:

- (a) Accept as a gift or as security for a loan, reject, demand, buy, receive or otherwise acquire ownership or possession of any bond, share, instrument of similar character, commodity interest or any investment with respect thereto, together with the interest, dividends, proceeds or other distributions connected with it.

Sep. 7. 2021 8:44AM

No. 0635 P. 34/116

- (b) Sell (including short sales), exchange, transfer, release, surrender, pledge, trade in or otherwise dispose of any bond, share, instrument of similar character or commodity interest.
- (c) Demand, receive and obtain any money or other thing of value to which I am or may become or may claim to be entitled as the proceeds of any interest in a bond, share, other instrument of similar character or commodity interest.
- (d) Agree and contract, in any manner, and with any broker or other person and on any terms, for the accomplishment of any purpose listed in this section.
- (e) Execute, acknowledge, seal and deliver any instrument my attorney-in-fact thinks useful to accomplish a purpose listed in this section, or any report or certificate required by law or regulation.

(4) Banking and other financial institution transactions

Do any act that I can do through an agent in connection with any banking transaction that might affect my financial or other interests. My attorney-in-fact's powers include but are not limited to the power to:

- (a) Continue, modify and terminate any deposit account or other banking arrangement, or open either in the name of the agent alone or my name alone or in both our names jointly, a deposit account of any type in any financial institution, rent a safe deposit box or vault space, have access to a safe deposit box or vault to which I would have access, and make other contracts with the institution.
- (b) Make, sign and deliver checks or drafts, and withdraw my funds or property from any financial institution by check, order or otherwise.
- (c) Prepare financial statements concerning my assets and liabilities or income and expenses and deliver them to any financial institution, and receive statements, notices or other documents from any financial institution.
- (d) Borrow money from a financial institution on terms my attorney-in-fact deems acceptable, give security out of my assets, and pay, renew or extend the time of payment of any note given by or on my behalf.

(5) Business operating transactions

Do any act that I can do through an agent in connection with any business operated by me that my attorney-in-fact deems desirable. My attorney-in-fact's powers include but are not limited to the power to:

- (a) Perform any duty and exercise any right, privilege or option which I have or claim to have under any contract of partnership, enforce the terms of any

Sep. 7. 2021 8:44AM

No. 0635 P. 35/116

partnership agreement, and defend, submit to arbitration or settle any legal proceeding to which I am a party because of membership in a partnership.

- (b) Exercise in person or by proxy and enforce any right, privilege or option which I have as the holder of any bond, share or instrument of similar character and defend, submit to arbitration or settle a legal proceeding to which I am a party because of any such bond, share or instrument of similar character.
- (c) With respect to a business owned solely by me, continue, modify, extend or terminate any contract on my behalf, demand and receive all money that is due or claimed by me and use such funds in the operation of the business, engage in banking transactions my attorney-in-fact deems desirable, determine the location of the operation, the nature of the business it undertakes, its name, methods of manufacturing, selling, marketing, financing, accounting, form of organization and insurance, and hiring and paying employees and independent contractors.
- (d) Execute, acknowledge, seal and deliver any instrument of any kind that my attorney-in-fact thinks useful to accomplish any purpose listed in this section.
- (e) Pay, compromise or contest business taxes or assessments.
- (f) Demand and receive money or other things of value to which I am or claim to be entitled as the proceeds of any business operation, and conserve, invest, disburse or use anything so received for purposes listed in this section.

(6) Insurance and annuity transactions

Do any act that I can do through an agent, in connection with any insurance or annuity policy that my attorney-in-fact deems desirable. My attorney-in-fact's powers include but are not limited to the power to:

- (a) Continue, pay the premium on, modify, rescind or terminate any annuity or policy of life, accident, health, disability or liability insurance procured by me or on my behalf before the execution of this power of attorney. My attorney-in-fact cannot name himself or herself as beneficiary of a renewal, extension or substitute for such a policy unless he or she was already the beneficiary before I signed the power of attorney.
- (b) Procure new, different or additional contracts of health, disability, accident or liability insurance on my life, modify, rescind or terminate any such contract and designate the beneficiary of any such contract.
- (c) Sell, assign, borrow on, pledge, or surrender and receive the cash surrender value of any policy.

(7) Estate, trust and other beneficiary transactions

Sep. 7. 2021 8:45AM

No. 0635 P. 36/116

Act for me in all matters that affect a trust, probate estate, guardianship, conservatorship, escrow, custodianship or other fund from which I am, may become or claim to be entitled, as a beneficiary, to a share or payment. My attorney-in-fact's authority includes the power to disclaim any assets which I am, may become or claim to be entitled, as a beneficiary, to a share or payment.

(8) Living trust transactions

Transfer ownership of any property over which he or she has authority under this document to the trustee of a revocable trust I have created as settlor. Such property may include real estate, stocks, bonds, accounts with financial institutions, insurance policies or other property.

(9) Legal actions

Act for me in all matters that affect claims in favor of or against me and proceedings in any court or administrative body. My attorney-in-fact's powers include but are not limited to the power to:

- (a) Hire an attorney to assert any claim or defense before any court, administrative board or other tribunal.
- (b) Submit to arbitration or mediation or settle any claim in favor of or against me or any litigation to which I am a party, pay any judgment or settlement and receive any money or other things of value paid in settlement.

(10) Personal and family maintenance

Do all acts necessary to maintain my customary standard of living, and that of my spouse and children and other persons customarily supported by or legally entitled to be supported by me. My attorney-in-fact's powers include but are not limited to the power to:

- (a) Pay for medical, dental and surgical care, living quarters, usual vacations and travel expenses, shelter, clothing, food, appropriate education and other living costs.
- (b) Continue arrangements with respect to automobiles or other means of transportation, charge accounts, discharge of any services or duties assumed by me to any parent, relative or friend, contributions or payments incidental to membership or affiliation in any church, club, society or other organization.

(11) Government benefits

Act for me in all matters that affect my right to government benefits, including Social

Sep. 7. 2021 8:45AM

No. 0635 P. 37/116

Security, Medicare, Medicaid, or other governmental programs, or civil or military service. My attorney-in-fact's powers include but are not limited to the power to:

- (a) Prepare, execute, file, prosecute, defend, submit to arbitration or settle a claim on my behalf to benefits or assistance, financial or otherwise.
- (b) Receive the proceeds of such a claim and conserve, invest, disburse or use them on my behalf.

(12) Retirement plan transactions

Act for me in all matters that affect my retirement plans. My attorney-in-fact's powers include but are not limited to the power to select payment options under any retirement plan in which I participate, make contributions to those plans, exercise investment options, receive payment from a plan, roll over plan benefits into other retirement plans, designate beneficiaries under those plans and change existing beneficiary designations.

(13) Tax matters

Act for me in all matters that affect my local, state and federal taxes. My attorney-in-fact's powers include but are not limited to the power to;

- (a) Prepare, sign and file federal, state, local and foreign income, gift, payroll, Federal Insurance Contributions Act returns and other tax returns, claims for refunds, requests for extension of time, petitions, any power of attorney required by the Internal Revenue Service or other taxing authority, and other documents.
- (b) Pay taxes due, collect refunds, post bonds, receive confidential information, exercise any election available to me and contest deficiencies determined by a taxing authority.

(14) Medical matters

I specifically grant to my Attorney-in-Fact power to act for me in my name, place, and stead and, for my use and benefit;

- (a) To authorize my medical treatment if I shall be physically or mentally incapacitated or otherwise unable to make such authorization for myself, including authorization for emergency care, hospitalization, surgery, therapy and/or any other kind of

Sep. 7. 2021 8:45AM

No. 0635 P. 38/116

treatment or procedures which he or she shall in his/her sole discretion think necessary for my benefit.

- (b) To consult with and advise any physicians, nurses, therapists, dentists, or other medical personnel on my behalf and for my health and welfare.
- (c) To be given first priority in visitation should I be a patient in any hospital, healthcare facility or institution, and should I be unable to express a preference on account of my illness or disability.
- (d) To receive into his or her possession any and all items of personal property and effects that may be recovered from or about my person by any hospital, relief agency, or other person at the time of my illness, disability or death.
- (e) To execute all necessary instruments and to perform all necessary acts required by the execution and implementation of the aforesaid authorization.
- (f) To apply for government and insurance benefits, to prosecute and defend legal actions, to arrange for transportation and travel, to contract for medical and dental care for me; in so doing the foregoing, to sign my name and to represent me.

I understand the importance of the powers I delegate to my attorney-in-fact in this document. I recognize that the document gives my attorney-in-fact broad powers over my assets.

Signed this 26th day of January, 2018.

Commonwealth of Pennsylvania, County of Allegheny

**SIGN
HERE**



Joann Thomas
Joann Thomas

000-00-3565

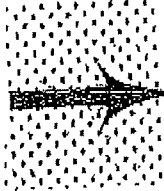
Social Security Number

Sep. 7. 2021 8:46AM

No. 0635 P. 39/116

WITNESSES

On the date written above, the principal declared to me that this instrument is his financial power of attorney, and that he willingly executed it as a free and voluntary act. The principal signed this instrument in my presence.



Kenal M. Payne
Name
7818 Joshua St.
Address
Pgh, Pa 15206-1975
Allegheny
County

George C. White
Name
724 RIDGE AVE
Address
FORD City Pa 16226
ARMSTRONG
County

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA)

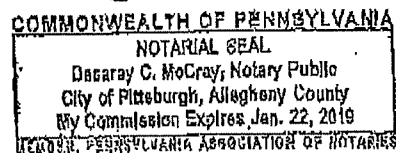
COUNTY OF ALLEGHENY)

SS:

On January 26, 2018, before me, Deborah C. McCray, a notary public in and for said Commonwealth, personally appeared Joann Thomas, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Deborah C. McCray
Notary Public

My commission expires 1-22-2019

Sep. 7, 2021 8:46AM

No. 0635 P. 40/116

PREPARATION STATEMENT

This document was prepared by:

Albert G. Reese, Jr., Esquire
 The Law Office of Albert G. Reese, Jr.
 640 Rodi Road, 2nd Floor, Suite 2
 Pittsburgh, PA 15235
 (412) 241-1697

ACKNOWLEDGMENT OF ATTORNEY-IN-FACT

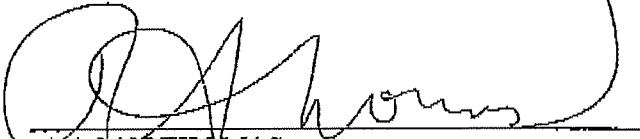
I, REAGAN THOMAS, have read the attached power of attorney and am the person identified as the attorney-in-fact (the "agent") for the principal. I hereby acknowledge that in the absence of a specific provision to the contrary in the power of attorney or in 20 Pa.C.S., when I act as agent:

I shall act in accordance with the principal's reasonable expectations to the extent actually known by me and, otherwise, in the principal's best interest, act in good faith and act only within the scope of authority granted to me by the principal in the power of attorney.

I shall keep the assets of the principal separate from my assets.

I shall exercise reasonable caution and prudence.

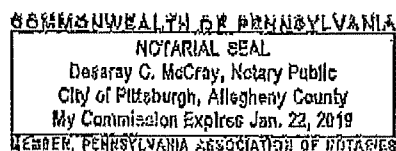
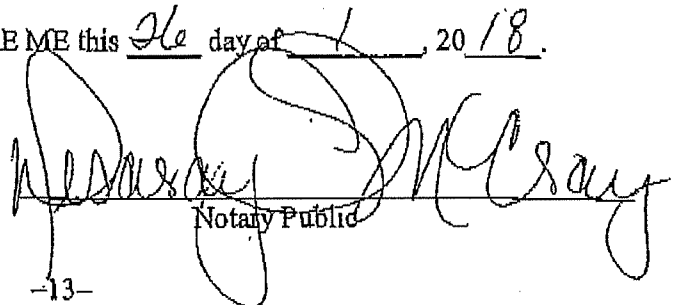
I shall keep a full and accurate record of all actions, receipts and disbursements on behalf of the principal.



REAGAN THOMAS
 Signature of Attorney-in-Fact

01-26-2018
 Date

SWORN TO AND SUBSCRIBED BEFORE ME this 26 day of 1, 2018.

Notary Public

Sep. 7. 2021 8:46AM

No. 0635 P. 41/116



Date prepared: 07/18/2018

P000052
 JOANN THOMAS
 1048 STANTON TERRANCE
 PITTSBURGH, PA 15201

Beneficiary confirmation statement

This confirmation statement serves as verification of the beneficiary information currently on record for your Verizon Insurance benefits.

Beneficiary designations

Plan	Beneficiary	Relationship	Date of birth	Primary percentage	Contingent percentage
Retiree Basic Life Insurance	RONALD THOMAS	Spouse	08/11/1943		100%
	MICHAEL THOMAS	Son	08/01/1978	50%	
	Reagan THOMAS	Daughter	08/01/1976	50%	
Retiree Supplemental Life Insurance	RONALD THOMAS	Spouse	08/11/1943		100%
	MICHAEL THOMAS	Son	08/01/1978	50%	
	Reagan THOMAS	Daughter	08/01/1976	50%	

It is important that you name a beneficiary(ies) for each of your benefit(s) listed above. If you do not name a beneficiary, your benefits will be paid as outlined in the applicable Summary Plan Description (SPD).

If you have questions about estate planning, you should consult your legal advisor.

You can review and make updates to your beneficiary information on BenefitsConnection through About You or at verizon.com/benefitsconnection.

EXHIBIT

Sep. 7, 2021 8:47AM

No. 0635 P. 42/116

verizonDate prepared: 10/30/2018
Prepared for: JOANN THOMASP000015
JOANN THOMAS
1048 STANTON TERRANCE
PITTSBURGH, PA 15201**Benefits enrollment confirmation statement**

This statement confirms your personal and dependent information, beneficiary designations and your benefits elections and costs. If you have recently added new dependents to coverage, you will receive a separate notice on the dependent verification process.

Personal and dependent information

Name	Birth date*	Gender	Relationship	Status**	Medical	Dental
JOANN THOMAS		Female	Self	Y	No	No
RONALD THOMAS	09/15/1943	Male	Spouse	Y	No	No

*Your birth date has been shaded to maintain your privacy and security.

Status Code: F = Full Time Student; H = Disabled; N = No Special Status;
Y = Medicare Eligible; B = Both Medicare Eligible and Disabled

EXHIBIT

E

Sep. 7. 2021 8:47AM

No. 0635 P. 43/116

No. 0635 P. 44/116



Prudential

December 03, 2018

Reagan L. Thomas
1048 Stanton Ter
Pittsburgh, PA 15201-1618

The Prudential Insurance Company of America
Group Life Claim Division
P.O. Box 8572, Philadelphia, PA 19176
Email: grouplifeclaims@prudential.com
Secure Fax: (800) 227-8764
Phone: 800-857-4PRU (800-857-4778)
Phone Hours: 8AM to 8PM ET

Insured: Joann Thomas
Contract Holder: Verizon
Group Control No: 13935
Group Claim No: 11847602

Dear Ms. Thomas:

We were recently notified of the passing of Joann Thomas. On behalf of Prudential, please accept our sincere condolences for your loss.

Please submit the following documents to Prudential to begin the claim process:

- A copy of the Death Certificate for John Thomas.
 - A completed and signed Beneficiary Statement (enclosed).
- Note-You must write in your desired method of payment under Section 5 on the Beneficiary Statement.

For your convenience, the documents may be returned by using one of these options:

- **Email**-Scan the completed Beneficiary Statement and Death Certificate and email them to group-lifeclaims@prudential.com.
- **Fax**-Complete the Beneficiary Statement and fax it, along with the Death Certificate, to our secure fax line: (888) 227-6764.
- **Mail**-Complete the Beneficiary Statement and return it, along with the Death Certificate, in the enclosed self-addressed return envelope.

NOTE: Please include your claim number on all documents you submit.

We are here to assist you with the claims process during this difficult time. If you have questions or wish to check the status of your claim, please contact Prudential's Customer Service Center at (888) 9VZ4PRU (888-989-4778). If you are calling from outside the United States, you can dial us directly at (215) 784-2823. If you are using a telecommunication device for the hearing impaired (TDD), please call (800) 496-1214. We are available Monday through Friday, from 8:00 a.m. to 8:00 p.m., Eastern Time.

Sincerely,

Claims Coordinator

[illegible]

EXHIBIT



Group Insurance
Please send the completed form and all attachments to:
The Prudential Insurance Company of America
Group Life Claims Division
P.O. Box 8517
Philadelphia, PA 19116
Tel 800-524-0548 Fax 800-227-6764

GETTING STARTED: If you have any questions about completing this form, please refer to the instructions that begin on page 5 or contact us at 800-524-0542.

Provide information about the person making the claim. Make sure to verify your Social Security number (SSN), Tax ID, or EIN.

Control number (Print cover letter provided)

Deceased's employer name

First name

LIT. JOURNAL

Last name

Street address

Apt/Suite (optional)

City

LPA
State

ZIP Code

Home phone

Mobile phone

Relationship to Deceased

Email address:

Date of birth 01/01/1977

Social Security Number (SSN), Tax ID or EIN

Provide information about the deceased

Provide information about the deceased

First name

54.1

[illegible]

Date of Birth (mm/dd/yyyy)

Date of death (mm/dd/yyyy)

100-443881-15
Social Security Number

Please complete any applicat

Please complete any applicable portions of (a) or (b) below. Make sure to have included your SSN/TIN in Section

- (a) Under penalties of perjury, I certify that:

- I am a U.S. Person (including resident alien);
- The Social Security/Tax ID number provided in "Section 1" above is my correct SSN/TIN;
- I am not subject to backup withholding due to failure to report interest or dividend income; and
- I am not subject to FATCA reporting.

Check the boxes below, if applicable:

- ☐ I am subject to backup withholding due to the failure to report interest or dividend income (see "Backup Withholding" in the Tax Certification Information section)
- ☐ I am subject to FATCA reporting

Return this page with the completed form.
GL2016.130 Ed. 9/2017

1. 根据下列各题的汉语意思，用适当的英语单词或短语完成句子。

Standard



Sep. 7. 2021 8:48AM

No. 0635 P. 46/116



Group Life Insurance Claim Form

000-00-13365
Deceased's Social Security Number

3. Tax Certification (continued)

(b) I am not a U.S. Person (including resident alien). I am a citizen of _____
Attach the applicable IRS Form W-8 (BEN, BEN-E, ECI, EXP, IMY).

4. How to Receive Your Funds

About the Alliance Account: Eligible proceeds from your Prudential claim may be made available to you in an interest-bearing Prudential Alliance Account. With the Alliance Account you will have a flexible way to access your money.

Simply by writing drafts, you can get the funds you need now for immediate expenses, then take as much time as you want to decide what to do with the rest. You may wish to access the money periodically, or all at once.

How It Works: The Alliance Account is an interest-bearing account with draft-writing privileges that allows full access to your funds immediately without any monthly fees. For complete information and eligibility requirements regarding the Alliance Account, please see the information below.

Eligible life claim benefits will be settled into the Alliance Account unless you select an alternate settlement option. (For information about alternate settlement options, see page 7 of this form.)

The Alliance Account gives you flexibility and convenience with all these benefits.

Easy and Immediate Access

Upon approval of the death benefit claim, the full amount of the proceeds payable to you are paid via an interest-bearing Alliance Account established in your name.

Convenience and Flexibility

You can leave the funds in the account for as long as you wish, access any or all of your funds, and transfer funds to another available settlement option at any time and at no cost.

Your Money Continues to Grow

The funds in your Alliance Account begin earning interest immediately and will continue to earn interest until they are withdrawn.¹ The current interest crediting rate is 0.50%, subject to a current minimum of 0.25%.

Advantages of the Alliance Account

Your Funds Are Secure

The Alliance Account is a settlement option under the original life insurance policy and is backed by the financial strength of The Prudential Insurance Company of America. See "How the Alliance Account Works" for details.

No Usage Fees

The Alliance Account has no monthly charges, per draft charges or draft reorder fees. Other fees may apply. See "How the Alliance Account Works" for details.

Multiple Payments - One Account

If you are the beneficiary on more than one life insurance policy or already have an Alliance Account, proceeds will be paid into one account. A key benefit of the Alliance Account is that, as a settlement option, you may be able to pass the claim proceeds balance tax-free to your beneficiary.

¹ Alliance drafts are considered checks under federal law for certain purposes.

² See "Interest On Your Funds" Under "Additional Important Information" for more details.



Prudential

Group Life Insurance Claim Form

 000-00-3565
 Deceased's Social Security Number

4. How to Receive Your Funds (continued)

Dedicated Customer Support

You can speak directly with a customer service representative between 8 a.m. and 8 p.m. Eastern Time, Monday-Friday at 800-524-0542. Written inquiries can be sent to Prudential, P.O. Box 8517, Philadelphia, PA 19176. You can also go online or call our automated voice-response system 24 hours a day to check your account balance, request additional drafts and more.

How the Alliance Account Works

Your Funds: All funds are held within Prudential's general account. It is not FDIC insured because it is not a bank account or a bank product. Funds held in the Alliance Account are guaranteed by State Guaranty Associations. Please contact the National Organization of Life and Health Insurance Guaranty Associations (www.nolhga.com) to learn more about coverage limitations on your account. State guaranty fund coverages are not determined by the insurance company.

How Interest Is Earned: The funds in an Alliance Account begin earning interest immediately and will continue to earn interest until all funds are withdrawn. Interest is accrued daily, compounded daily and credited every month. The interest rate may change and will vary over time, subject to a minimum rate that will not change more than once every 90 days. You will be advised in advance of any change to the minimum interest rate via your quarterly Alliance Account statement or by calling Customer Support. The interest rate credited to the Alliance Account is adjusted by Prudential at its discretion based on variable economic factors (including, but not limited to, prevailing market rates for short-term demand deposit accounts, bank money market rates and Federal Reserve interest rates) and may be more or less than the rate Prudential earns on the funds in the account.

Account Statements: You will receive regular (either monthly or quarterly) statements showing your current balance, the interest you earned, the drafts you have written, your current interest rate, and any other account activity. The frequency at which the statements are mailed to you is determined by the activity in your Alliance Account.

Special Service Fees: There are fees for special services, which are subject to change, and include stop payments (\$12.00 per draft), \$25 maximum for 3 or more per day cashed draft copy or statement copy (\$2.00 per draft), drafts returned for insufficient funds (\$10.00 per draft) and overnight delivery (based on carrier's charges).

Minimum Balance: If the balance falls below \$250, you will receive a check for the remaining balance plus interest at the end of the monthly cycle in which the balance fell below \$250. You can close the Alliance Account at any time by calling the Customer Service Office. A check for the remaining balance and interest will be sent to you. Or, you can close the account by writing an Alliance draft for the balance and cashing it or depositing it at your own bank. Since interest accrues daily, a check for the remaining accrued interest will be sent to you.

Inactive Accounts: State law requires that if there is no account activity and we have had no contact with you regarding your Alliance Account after a number of years (time period varies by state), your Alliance Account may be considered "dormant." If your Alliance Account becomes "dormant," you will be mailed a check for the remaining balance plus interest, at your last address shown on our records. If you do not timely cash that check, your funds will be transferred to the state as unclaimed property. If your funds are transferred to the state, you may claim those funds from the state but you may be charged a fee by the state. Once your funds are transferred to the state, we no longer have any liability or responsibility with respect to your Alliance Account. For Alliance Account funds paid under the Servicemembers' Group Life Insurance program, the treatment of those "dormant" funds may be different.

FOR FURTHER INFORMATION, PLEASE CONTACT YOUR STATE DEPARTMENT OF INSURANCE.

The Bank of New York Mellon is the Administrator of the Prudential Alliance Account Settlement Option, a contractual obligation of The Prudential Insurance Company of America, located at 751 Broad Street, Newark, NJ 07102-3777. Draft clearing and processing support is provided by The Bank of New York Mellon. Alliance Account balances are not insured by the Federal Deposit Insurance Corporation (FDIC). The Bank of New York Mellon is not a Prudential Financial company.

Do not return this page with the completed form.

GL2018.130 P. 47/116

No. 0035 P. 47/116

Sep. 7, 2021 8:49AM

Sep. 7. 2021 8:49AM

No. 0635 P. 48/116



Prudential

Group Life Insurance Claim Form

 0001-00-13565
 Deceased's Social Security Number

4. How to Receive Your Funds (continued)

Beneficiary Designation: The following must be completed unless you selected the single lump sum check payment option above. Any amount that remains payable upon your death will be paid to those listed below. If a beneficiary is not designated, or if all beneficiaries predecease you, any balance will be paid to your estate.

NOTE: If Alliance Account was selected as a payment option and will be owned by a Trust, a beneficiary cannot be named for the account. Successor Trustees must be named in the Trust Agreement.

Choose One:

- ☐ Pay my estate (If choosing "pay my estate" no other beneficiary can be selected)
- ☒ Pay beneficiary(ies) (Provide information below)

Primary Beneficiary (For additional beneficiaries, please add a separate sheet and indicate percentage allocated.)

First name

MI

Last name

Address

Telephone

Email address

Date of birth (mm/dd/yyyy)

Social Security number (SSN), Tax ID or EIN

Relationship to you

5. Signature

FLORIDA RESIDENTS - Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

NEW YORK RESIDENTS - Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime; and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

I have read and understand the terms and requirements of the Claim Fraud Warnings Included with this form.

The Internal Revenue Service does not require your consent to any provision in this document other than the certifications required to avoid backup withholding.

Reagan Leigh Thomas
 Beneficiary's or Claimant's signature

12/17/2018
 Date Signed (mm/dd/yyyy)

Sep. 7, 2021 8:50AM

No. 0635 P. 49/116

**Prudential****Group Life Insurance Claim Form**

0000-00-13545
 Deceased's Social Security Number

6. Authorization for Release of Information to Prudential Insurance Company

This Authorization is intended to comply with the HIPAA Privacy Rule.

REAGAN **THOMAS**
 First name MI Last name

01/01/1976 **000-00-13545** **Daughter**
 Date of birth (mm/dd/yyyy) Social Security number (SSN), Tax ID or EIN Relationship to deceased

I authorize any health plan, physician, health care professional, hospital, clinic, laboratory, pharmacy, medical facility, or other health care provider that has provided treatment, payment or services pertaining to:

JUDAN **THOMAS**
 First name of deceased MI Last name of deceased

or on my (his/her) behalf ("My Providers") to disclose my (his/her) entire medical record for me or my dependents and any other health information concerning me (him/her) to The Prudential Insurance Company of America (Prudential) and its agents, employees, and representatives. This includes information on the diagnosis or treatment of HIV infection and sexually transmitted diseases. This also includes information on the diagnosis and treatment of mental illness and the use of alcohol, drugs, and tobacco, but excludes psychotherapy notes.

I authorize all non-health organizations, any insurance company, employer, or other person or institutions to provide any information, data or records relating to credit, financial, earnings, travel, activities or employment history to Prudential.

By my signature below, I acknowledge that any agreements I (he/she) have made to restrict my (his/her) protected health information do not apply to this Authorization and I instruct My Providers to release and disclose my (his/her) entire medical record without restriction.

This information is to be disclosed under this Authorization so that Prudential may: (1) administer claims and determine or fulfill responsibility for coverage and provision of benefits; (2) obtain reinsurance; (3) administer coverage; and (4) conduct other legally permissible activities that relate to any coverage I (he/she) have (has) or have (has) applied for with Prudential.

This Authorization shall remain in force for 24 months following the date of my signature below, while the coverage is in force, except to the extent that state law imposes a shorter duration. A copy of this Authorization is as valid as the original. I understand that I have the right to revoke this Authorization in writing, at any time, by sending a written request for revocation to Prudential at P.O. Box 8517, Philadelphia, PA 19176. I understand that a revocation is not effective to the extent that any of My Providers has relied on this Authorization or to the extent that Prudential has a legal right to contest a claim under an insurance policy or to contest the policy itself. I understand that any information that is disclosed pursuant to this Authorization may be redisclosed and no longer covered by federal rules governing privacy and confidentiality of health information.

I understand that if I refuse to sign this Authorization to release his/her complete medical record, Prudential may not be able to process my claim for benefits and may not be able to make any benefit payments. I understand that I have the right to request and receive a copy of this Authorization.

Reagan L. Thomas **12/17/18**
 Signature of Insured/Patient or Personal Representative Date Signed (mm/dd/yyyy)

Reagan L. Thomas **Daughter**
 Please Print Name Description of Personal Representative's Authority or Relationship to Insured

Sep. 7. 2021 8:50AM

No. 0635 P. 50/116



Prudential

Group Life Insurance Claim Form

About You

Indicate who is claiming the life insurance proceeds. If there is more than one beneficiary, each beneficiary must complete a separate form. We only need one copy of the death certificate. Please note that we will only use phone numbers and email that we collect to keep you updated on the status of your claim.

Tax Certification

Taxpayer Identification Number (TIN)

You must include a TIN for the beneficiary, this is:

- A Social Security number (SSN) if the beneficiary is an individual or the owner of a sole proprietorship,
- The employer identification number (EIN) if you represent a trust, estate, corporation, partnership, or tax-exempt organization,
- The TIN of the grantor/trustee if you represent a grantor trust, or that of the actual owner of a trust-like entity not recognized as a legal or valid trust under state law,
- If you are a guardian completing this form for someone else, including a minor, be sure to provide that person's SSN.

Backup Withholding

You must tell us if the IRS has notified you that you are subject to backup withholding because you didn't report all your taxable interest and dividends on your tax return. You are not subject to backup withholding if either (a) you did not receive such a notice from the IRS, (b) the IRS told you that you are no longer subject to a backup withholding order, or (c) you are exempt from such withholding. If you have been notified that you are subject to backup withholding, please check the box as indicated.

Foreign Account Tax Compliance Act (FATCA)

Any entity making a payment of U.S. source income must consider whether it is subject to FATCA. A payor must collect documentation about the payee's status or withhold at 30%. Nontaxable payments, such as income tax-free death benefits from nonqualified life insurance contracts, are not subject to FATCA.

Citizenship

You must indicate if you are not a U.S. Person (including resident alien). In that case, you must state the country in which you are a citizen and submit the applicable IRS Form W-8 (BEN, BEN-E, EOI, EXP, IMY). In most situations, the IRS Form W-BEN will be the appropriate IRS Form W-8.

Important Information

COLORADO RESIDENTS – Funds held by insurance companies are guaranteed by the Colorado Life and Health Insurance Protection Association, but are not guaranteed by the Federal Deposit Insurance Corporation (FDIC). Please contact the Colorado Life and Health Insurance Protection Association, the National Organization of Life and Health Guaranty Associations, or the National Organization of Life and Health Insurance Guaranty Associations (www.nolhga.com) to learn more about the coverage limitations to your account.

ILLINOIS RESIDENTS – Payment on accidental death and dismemberment claims made after 31 days from the day we receive proof of accidental death or dismemberment of the insured, under the policies issued in Illinois, will include interest at the rate of 10% per year. The interest will be payable from the date of accidental death or dismemberment to the date of payment.

LOUISIANA RESIDENTS – The Louisiana Department of Insurance is located at 1702 N. 3rd Street, Baton Rouge, LA 70802 and can be reached by calling 800-259-5300. Written inquiries can be sent to the Louisiana Department of Insurance, Post Office Box 94214, Baton Rouge, LA 70804.

Sep. 7. 2021 8:51AM

No. 0635 P. 51/116



Prudential

Group Life Insurance Claim Form

~~0000-00-3505~~
Deceased's Social Security Number

Understanding Your Options

A claim is not eligible for an Alliance Account when:

- 1. Benefits from all policies total less than \$5,000.
- 2. The beneficiary resides outside the U.S., is a minor, corporation, partnership, tax-exempt entity, or other ineligible third party.
- 3. The beneficiary is a trust with more than one trustee, the trust is not authorized to own or withdraw funds from a life insurance policy, or the trust is a testamentary trust.
- 4. The person who owned the policy established specific provisions about death benefit payment. In these situations, the claim is paid by check or another option.

You may choose one of the following settlement or payment options as an alternative to Alliance Account.

Lump Sum Payment Options

Prudential offers two types of lump sum payment options. Each option type provides full payment through either a single check or immediate access to the entire proceeds of this policy as described below.

Proceeds Held at Interest	While proceeds are held at interest, you receive regular interest payments with the right to withdraw the unpaid balance. You may also elect to have interest accumulate.
Lump Sum Check	Receive the full benefit in a single lump sum check.

Installment Payment Options

Prudential also offers a number of deferred payment options, which pay out the proceeds over a period of time that you select (e.g., over your lifetime). If you select a deferred payment option, we will provide you with a written description of the terms of the installment payment option you selected.

Life Income	Monthly payments to you for life.
Life Income with a Certain Period	Monthly payments to you for life with a certain period of guaranteed payments to you or your named beneficiary.
Fixed Period	Payment for an elected number of years, with the right to withdraw the present value of unpaid payments.
Fixed Amount	Payments of a selected amount until the proceeds and interest earned are fully paid to you, with the right to withdraw the unpaid balance.

The tax treatment of the death benefit may be different depending on the settlement option you choose. Please consult your tax advisor for advice. Should you have any questions about these settlement options, please contact Prudential at 800-624-0542.

Sep. 7. 2021 8:52AM

No. 0635 P. 52/116



Prudential

Claim Fraud Warnings

For residents of all states and jurisdictions except Alabama, Arizona, Arkansas, California, the District of Columbia, Florida, Kentucky, Louisiana, Maine, Maryland, New Hampshire, New Jersey, New York, North Carolina, Pennsylvania, Puerto Rico, Rhode Island, Utah, Vermont, Virginia, and Washington: **WARNING** - Any person who knowingly and with intent to injure, defraud, or deceive any insurance company or other person, or knowing that he is facilitating commission of a fraud, submits incomplete, false, fraudulent, deceptive or misleading facts or information when filing an insurance application or a statement of claim for payment of a loss or benefit commits a fraudulent insurance act, is may be guilty of a crime and may be prosecuted and punished under state law. Penalties may include fines, civil damages and criminal penalties, including confinement in prison. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant or if the applicant conceals, for the purpose of misleading, information concerning any fact material thereto.

ALABAMA RESIDENTS - Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

ARIZONA RESIDENTS - For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

ARKANSAS, DISTRICT OF COLUMBIA, LOUISIANA, and RHODE ISLAND RESIDENTS - Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

CALIFORNIA RESIDENTS - For your protection, California law requires the following to appear on this form. Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

KENTUCKY RESIDENTS - Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

MAINE and WASHINGTON RESIDENTS - Any person who knowingly provides false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company commits a crime. Penalties include imprisonment, fines, and denial of insurance benefits.

MARYLAND RESIDENTS - Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NEW HAMPSHIRE RESIDENTS - Any person who, with a purpose to injure, defraud, or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

NEW JERSEY RESIDENTS - Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

NORTH CAROLINA RESIDENTS - Any person who, with the intent to injure, defraud, or deceive an insurer or insurance claimant, knowing that the statement contains false information concerning a fact or matter material to the claim may be guilty of a class E felony.

PENNSYLVANIA and UTAH RESIDENTS - Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any material fact thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

PUERTO RICO RESIDENTS - Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances be present, the penalty thus established may be increased to a maximum of five (5) years. If extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

VERMONT RESIDENTS - Any person who knowingly presents a false or fraudulent claim for payment of a loss or knowingly makes a false statement in an application for insurance may be guilty of a criminal offense under state law.

VIRGINIA RESIDENTS - Any person who, with the intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may have violated state law.

© 2017 Prudential Financial, Inc. and its related entities.

Prudential's Alliance Account is a registered trademark of The Prudential Insurance Company of America.

Prudential, the Prudential logo, and the Rock symbol are service marks of Prudential Financial, Inc. and its related entities, registered in many jurisdictions worldwide.

Do not return this page with the completed form.
GL 2016.130 Ed. 9/2017

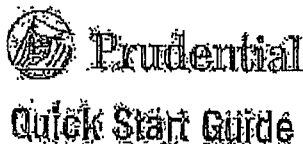
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Standard

page 8 of 8

Sep. 7. 2021 8:52AM

No. 0635 P. 53/116



Group Insurance
Please send the completed form and all attachments to:
The Prudential Insurance Company of America
Group Life Claim Division
P.O. Box 8517
Philadelphia, PA 19116
Tel: 800.524.0542 Fax: 888.227.6764

What you'll find in this package

- **Life Insurance Claim Form** - Please complete, sign and return this form to start the claim process.
- **Alliance Account Information** - We explain this flexible, convenient option for receiving your claim proceeds that become due and payable pursuant to a Prudential life insurance policy.
- **The Authorization for Release of Information to Prudential** - Please review, complete and sign this section.

Note: On these pages, *I, you, and your* refer to the person making the claim. *We, us, and our* refer to the Prudential company that issued the policy. Please note that we will only use phone numbers and email that we collect to keep you updated on the status of your claim.

To submit your claim, follow these steps:

1. Decide how to receive your funds

Be sure to select a payment option when you complete the form. Your options include:

- Open an interest-bearing Alliance Account that offers immediate access to your funds together with draft-writing privileges. When your claim is paid by way of the Alliance Account, you can take as much time as you need to consider important financial decisions, while earning interest. Additionally, accessing your funds is as simple as writing a draft. You can leave the funds in your account for as long as you like, access any or all of your funds, and transfer funds to another available settlement option at no cost and at any time. Read more about the Alliance Account on pages 2-3 of the form for more information.
- Elect to receive a single lump sum check by mail.
- Select another settlement option as described on page 7.

2. Complete the enclosed form

Fill out the enclosed **Group Life Insurance Claim Form** that begins on the next page. Please follow the instructions and provide all requested information for prompt claim processing. Also, please review the fraud warnings found at the back of this statement.

The claim form, and the information contained within, is not intended as investment advice and is not a recommendation about managing or investing your retirement savings. Neither Prudential Group Insurance, nor the Prudential entity(ies) set forth on this form, are acting as your fiduciary as defined by any applicable laws and regulations. Please consult with your qualified investment professional about managing or investing your retirement savings.

3. Return the signed claim form and supporting documentation

Please mail pages 1, 2, 4, and 5 of your claim form, as well as any additional documents that may be required, including a copy of the death certificate to:

The Prudential Insurance Company of America
Group Life Claim Division
P.O. Box 8517
Philadelphia, PA 19116
Fax: (888) 227-6764
Email: grouplifeclaims@prudential.com



Prudential

January 03, 2019

Reagan L. Thomas
1048 Stanton Tor
Pittsburgh, PA 15201-1618

The Prudential Insurance Company of America
Group Life Claims Division
PO Box 9517, Philadelphia, PA 19176
Email: groupclaims@prudential.com
Secure Fax: (800) 477-5764
Phone: (800) 477-6661 / (856) 988-4776
Phone Hours: 9AM to 4PM ET

Insured: Irene Thomas
Contract Holder: Verizon
Group Control No: 13935

Group Claim No. 4347602

Dear Mr. Thomas:

We have received a Group Life Insurance claim for Joann Thomas. Please accept our sincere condolences for the loss. Unfortunately, we are unable to render a determination at this time and require an extension of time to properly evaluate this claim.

We are unable to render a determination because the claim is under review for additional information. We are in the process of requesting this additional information therefore at this time, no additional information is needed from you.

Should we require your assistance, however, we will contact you. We anticipate making a determination on this claim within 30 days. If we are unable to make a determination within this time period, we will advise you in writing. We apologize for any inconvenience this delay may cause you and appreciate your patience during this period.

We are here to assist you with the claim process during this difficult time. If you have questions or wish to check the status of your claim, please contact Prudential's Customer Service Center at (888) 9VZ4PRU (888-939-4778). If you are calling from outside the United States, you can dial us directly at (215) 784-3823. If you are using a telecommunication device for the hearing impaired (TDD), please call (800) 496-1214. We are available Monday through Friday, from 8:00 a.m. to 8:00 p.m., Eastern Time.

Sincerely,

Claims Coordinator

Coordinator
Andrew Quinn

Subhas' trust

Sand & gravel

online

Lawrence Corporation, Pa. Gov

EXHIBIT

Sep. 7. 2021 8:54AM

No. 0635 P. 56/116

THE LAW OFFICE
OF ALBERT G. REESE, JR.

July 3, 2019

The Prudential Insurance Company of America
P.O. Box 8517
Philadelphia, PA 19176
Sent Via Certified Mail, Return Receipt Requested

RE: Insured: Joann Thomas
 Group Claim No.: 11847633
 Our Client: Reagan Thomas, POA for Ronald
Thomas

To Whom It May Concern:

As you are aware, Reagan Thomas has retained my office in regard to a pending life insurance policy benefits claim. My office sent letters of representation regarding this claim on March 21, 2019, and May 9, 2019, as well as multiple phone call and email correspondence from January 2019 through present regarding the payment of the policy benefits to Ms. Thomas. It should be noted that the insured passed away in November of 2018 and Ms. Thomas has been in contact with both Prudential and Verizon regarding payment of this claim since her Mother's passing. I have spoken to Counsel for Prudential on multiple occasions, in which it was discussed that releases/waivers needed to be executed by Ms. Thomas and her brother, however, the releases/waivers have yet to be provided to my office for execution. Due to the lack of communication regarding this claim, I believe Prudential Insurance may be acting in bad faith regarding the life insurance policy benefits, as my office has yet to have been provided with the documentation in order to move this claim forward despite multiple follow ups by my office.

Ms. Thomas is dealing with the loss of a loved one and is attempting to bring closure to this unfortunate event. Please immediately provide my office with the necessary documentation in order to satisfy this claim and bring closure to Ms. Thomas



Sep. 7. 2021 8:54AM

No. 0635 P. 57/116

and her family. My office intends to initiate legal action if the life insurance policy benefits are not tenured to Ms. Thomas in a timely manner.

Sincerely,

Albert G. Reese, Jr., Esquire

AGR/aip

Cc: Reagan Thomas

Sep. 7, 2021 8:54AM

No. 0635 P. 58/116

THE LAW OFFICE
OF ALBERT G. REESE, JR.

May 29, 2020

Sent Via Email and Facsimile
The Prudential Insurance Company of America
P.O. Box 8517
Philadelphia, PA 19176
Evan.haines@prudential.com
Fax: 1-877-840-2322

RE:	Insured:	Joann Thomas
	Group Claim No.:	11847633
	Our Client:	Reagan Thomas, POA for Ronald Thomas

To Whom It May Concern:

Please be advised that Reagan Thomas has retained my office in regard to a pending life insurance policy benefits claim. Ms. Thomas completed all paperwork several months ago in order for this claim to be processed; however, she has yet to receive any proceeds of the policy. My office would like more information as to the status of the mentioned claim and the reason for nonpayment of the proceeds to Ms. Thomas.

Not only is Ms. Thomas dealing with the loss of her Mother, but also the seemingly bad faith that your company is exhibiting on the process of her claim. Please immediately tender the policy benefits to Ms. Thomas so she may grieve the loss of her Mother. Thank you in advance for your cooperation concerning this matter.

Sincerely,

Albert G. Reese, Jr., Esquire

Sep. 7. 2021 8:55AM

No. 0635 P. 59/116

**IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION**

REAGAN L. THOMAS, and the ESTATE OF
JOANN THOMAS

Plaintiff,

v.

PRUDENTIAL INSURANCE COMPANY
OF AMERICA and VERIZON

Defendant,

COMPLAINT

SHERIFF'S OFFICE
SOMERSET COUNTY, NJ
RECEIVED
JUL 31 A 7 39

Filed on behalf of the Plaintiff:
Reagan L. Thomas

Counsel of Record for
This Party:

Albert G. Reese, Jr., Esquire
Pa. I.D. # 93813

Mychal Evans, Esquire
Pa. I.D. # 330038

Law Office Albert G. Reese, Jr.
640 Rodi Road, Suite 2
Pittsburgh, PA 15235

(412) 241-1697 Telephone
(412) 241-1687 Facsimile
greese8897@aol.com email

JURY TRIAL DEMANDED

Sep. 7. 2021 8:55AM

No. 0635 P. 60/116

**IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION**

REAGAN L. THOMAS

COMPLAINT

Plaintiff,

v.

PRUDENTIAL INSURANCE COMPANY
OF AMERICA and VERIZON


— Defendant,

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or through an attorney and filling in writing with the Court your defense or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief sought by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

LAWYER REFERRAL SERVICE
The Allegheny County Bar Association
3rd Floor Koppers Building,
436 Seventh Avenue
Pittsburgh, Pennsylvania 15219
Telephone: 412-261-5555
www.acbalrs.org



Albert G. Reese, Jr., Esquire
Attorney for the Plaintiff.

Sep. 7. 2021 8:55AM

No. 0635 P. 61/116

**IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION**

REAGAN L. THOMAS

COMPLAINT

Plaintiff,

v.

PRUDENTIAL INSURANCE COMPANY
OF AMERICA and VERIZON

Defendant,

COMPLAINT

SHERIFF'S OFFICE
SOMERSET COUNTY, NJ
RECEIVED
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A. Parties

1. Plaintiff, Reagan L. Thomas, is an adult individual who resides at 1048 Stanton Terrace Pittsburgh, Pennsylvania 15201. Plaintiff is the daughter of Mrs. Joann Thomas, now deceased.
2. Plaintiff, the Estate of Mrs. Joann Thomas.
3. Defendant, Prudential Insurance Company of America, is a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania with its principal place of business located at 213 Washington Street #2917 Newark, New Jersey 07102.
4. Defendant, Verizon Pennsylvania, Inc., is a Pennsylvania corporation with a corporate office at 416 Seventh Ave, Pittsburgh, PA 15219.
5. Defendant, Prudential and Defendant, Verizon, hereafter referred to together as "Defendants."

Sep. 7. 2021 8:55AM

No. 0635 P. 62/116

B. Jurisdiction and Venue

6. This Honorable Court has jurisdiction pursuant to 42 Pa. C.S. §931 and the Declaratory Judgment Act, 42 Pa. C.S §§ 7531-7541.
7. This Honorable Court has jurisdiction over the Defendants as they regularly conduct business in Allegheny County, Pennsylvania.
8. Venue in this Honorable Court is proper pursuant to Pa.R.Civ.P. 2179 as the cause of action arose under a duly issued insurance policy.

C. The Insurance Claim

9. Verizon issued life insurance coverage to the Decedent, as part of an employee benefits package (the "Policy"). [Coverage verification is attached/marked as Exhibit A]

10. The Policy included a Retiree Basic Life Insurance of \$24,000.00 and a Retiree Supplemental Life Insurance of \$21,000.00 (together "Benefits") payable at the death of the Decedent.

11. The Decedent named her husband, Mr. Ronald Thomas as the primary beneficiary of the Policy, and listed her two children as contingent beneficiaries, the Plaintiff, Ms. Reagan Thomas, and Mr. Michael Thomas. [Beneficiary Statement Attached Hereto as Exhibit B].

12. On January 26, 2018, Plaintiff was granted Power of Attorney ("POA") over her father, Mr. Ronald Thomas, who had become incapacitated, and her mother, Mrs. Joann Thomas, [POA for Joann & Ronald Thomas Attached Hereto as Exhibit C].

13. On or about July 18, 2018 Plaintiff, in her capacity of POA, modified the Policy, to make herself and Mr. Michael Thomas the primary beneficiaries of the Policy with both being entitled to equal shares of the Policy and Mr. Ronald Thomas the contingent beneficiary of 100% of the

Sep. 7. 2021 8:56AM

No. 0635 P. 63/116

Policy. Verizon accepted such modification. [**Confirmation Statement Attached Hereto as Exhibit D**].

14. On or about October 30, 2018 the Policy was again modified; this time to name Plaintiff as the sole primary beneficiary of the Policy and Mr. Ronald Thomas the contingent beneficiary of 100% of the Policy. Verizon accepted such modification. [**Confirmation Statement Attached Hereto as Exhibit E**].

15. Prudential is the fiduciary responsible for determining payments under the Policy.

16. On November 2, 2018, Mrs. Thomas sadly passed away.

17. In accordance with the Policy, Defendants had a duty and obligation to provide appropriate Benefits to Plaintiff but failed to do so in accordance with the Policy.

18. Defendants have intentionally chosen to engage in making, publishing, issuing, or circulating its position on the terms and condition of the Policy providing Benefits by:

- a. Making false or misleading statements regarding the Policy;
- b. Failing to acknowledge and to act promptly upon written or oral communications with respect to claims under the Policy
- c. Failing to adopt and implement reasonable standards for the prompt instigation of claims arising under the Policy
- d. Refusing to pay claims without conducting reasonable investigation based upon all available information:
- e. Not attempting in good faith to effectuate prompt, fair and equitable statements of claims in which Plaintiff is entitlement under the policy has become reasonably clear.
- f. Compelling Plaintiff to institute litigation to recover amounts clearly and unequivocally due under the Policy;

Sep. 7. 2021 8:56AM

No. 0635 P. 64/116

- g. Delaying the investigation and payment of Benefits by requiring the Plaintiff to submit claims reports when Defendants were already in possession of the necessary information to conduct a proper claims review;
- h. Failing to promptly settle claims, where entitlement has become reasonably clear;
- i. Failing to promptly provide a reasonable explanation of the basis and the Policy in relation to the facts or applicable law for denial of a claim, the refusal of payment based upon the Defendant's independent investigation into all available information in a timely manner; and
- j. Refusing to provide the Benefits without conducting a reasonable investigation.

19. In a letter dated December 3, 2018 Defendant, Prudential acknowledged the passing of Mrs. Thomas. A copy is attached hereto; marked [Plaintiff's Exhibit F].

20. In the same letter referred to in paragraph 19 above, Defendant, Prudential provided Plaintiff with a Beneficiary Statement Packet and stated that Plaintiff must fill out the packet and submit it along with Mrs. Thomas's death certificate. A copy of the completed Beneficiary Statement and the death certificate are attached hereto; marked [Plaintiff's Exhibit G].

21. By letter dated January 3, 2019 Defendant, Prudential informed Plaintiff that its claim was under review for additional information. A copy of an identical letter has been sent to Plaintiff every month since the initiation of this claim two years ago. A copy of such letter is marked as [Plaintiff's Exhibit H] and is attached hereto.

22. Legal counsel for Plaintiff has sent multiple letters of representation to Defendants. Copies of such letters are marked as [Plaintiff's Exhibit I] and are attached hereto.

23. Defendants, however, have failed to cooperate with legal counsel for Plaintiff and at times has provided misleading or contradictory statements.

Sep. 7. 2021 8:56AM

No. 0635 P. 65/116

24. Plaintiff has cooperated fully with all demands submitted by Defendants and has submitted every document Defendants have requested.

25. Defendants have not provided Plaintiff with the Benefits under the Policy.

26. Mrs. Thomas has been deceased for more than two years, and the Benefits under her life insurance policy have been due for more than two years.

27. Defendants do not have a reasonable basis for failing to provide Plaintiff with the Benefits it is entitled to under the Policy.

COUNT 1
DECLARATORY JUDGMENT

28. The allegations contained in paragraph 1 through 27 are incorporated herein by reference as though they are fully set forth at length.

29. Plaintiff seeks a declaration of her rights and the Defendant's obligations under the Policy.

30. Plaintiff requests this Honorable Court to determine her rights under the Policy. Pennsylvania courts have the power to "declare rights, status and other legal relations whether or not further relief is or could be claimed." 42 Pa.C.S. § 7532. "Any person interested under a [...] written contract [...] or whose rights, status or other legal relations are affected by a [...] contract [...] may have determined any question of construction or validity arising under the [...] contract [...] and obtain a declaration of rights, status, or other legal relations thereunder." 42 Pa.C.S. §7533. "A contract may be construed either before or after there has been a breach thereof." 42 Pa.C.S. §7534.

31. A declaratory judgement determining Plaintiff's entitlement of the Benefits under the Policy will ensure the Plaintiff receives the Benefits under the Policy.

Sep. 7. 2021 8:57AM

8

No. 0635 P. 66/116

as though they are fully set forth at length.

37. The allegations contained in paragraph 1 through 36 are incorporated herein by reference

COUNT 3 BAD FAITH

costs and punitive damages.

Defendants in the amount of [\$135,000. 00] together with interest, costs, counsel fees, court
WHEREFORE, Plaintiff respectfully requests this Honorable Court to enter judgment against

due and to rectify the appropriate conduct, malfeasance and nonfeasance as referenced above.

36. By reason of the above Plaintiff has incurred legal costs to recover the Benefits properly

in accordance with the terms and conditions of the Policy.

35. Defendants have also refused to pay appropriate Benefits to Plaintiff in a timely manner

and nonfeasance as set forth above.

34. During such time, Defendants were engaged in the inappropriate conduct, misfeasance

Policy was in effect at all times relevant and pertinent to this litigation.

33. The Policy was issued by the Defendants and the Plaintiff is the beneficiary and said

as though they are fully set forth at length.

32. The allegations contained in paragraph 1 through 31 are incorporated herein by reference

COUNT 2 BREACH OF CONTRACT

Plaintiff as the primary Beneficiary under the Policy.

judgment that Defendants are obligated to provide the Benefits and interest under the Policy to

WHEREFORE, Plaintiff, respectfully requests this Honorable Court to enter a declaratory

Sep. 7. 2021 8:57AM

No. 0635 P. 67/116

38. Defendant has acted in bad faith towards Plaintiff in violation of 42 Pa. C.S.A. §8371, *et seq.* and other requirements in Pennsylvania of the duty of good faith and fair dealing during the pendency of an insurance claim, the specifics of which being set forth above.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to enter judgment against Defendants in the amount of [\$135,000. 00] together with interest, costs, counsel fees, court costs and punitive damages.

COUNT 4
BREACH OF COVENANT OF GOOD
FAITH AND FAIR DEALING


39. The allegations contained in paragraph 1 through 38 are incorporated herein by reference as though they are fully set forth at length.

40. The actions set forth by Defendants against Plaintiff constitute a violation of the requirement of good faith and fair dealing within the Commonwealth of Pennsylvania.

WHEREFORE, Plaintiff respectfully requests this Honorable Court to enter judgment against Defendant in the amount of [\$135,000. 00] together with interest, costs, counsel fees, court costs and punitive damages.

DATE 8/16/2021

Respectfully submitted,

By 

Albert G. Reese, Jr., Esquire
Attorney for the Plaintiff

Sep. 7. 2021 8:57AM

No. 0635 P. 68/116

DocuSign Envelope ID: D72273F4-C870-4062-AC9B-BB165E9CED13

VERIFICATION

I, Reagan L. Thomas, verify that the facts set forth in this COMPLAINT are true and correct to the best of my information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C. S. § 4904, relating to unsworn falsification to authorities.

Date: 7/30/2021

DocuSigned by:



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Reagan L. Thomas

Sep. 7. 2021 8:57AM

No. 0635 P. 69/116

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION

REAGAN L. THOMAS

Plaintiff,

v.

PRUDENTIAL INSURANCE COMPANY
OF AMERICA and VERIZON

Defendant,

COMPLAINT

SHERIFF'S OFFICE
SOMERSET COUNTY, NJ
RECEIVED
2021 AUG 31 A 7:40

CERTIFICATION OF SERVICE

I hereby certify that I am this day serving upon the persons and in the manner indicated below.
The manner of service satisfies the requirements of Pa.R.Civ.P. 400 *et seq.*

Allegheny County Courthouse
414 Grant Street
Pittsburgh, PA 15219

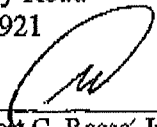
Court Administrator
Allegheny County Courthouse
436 Grant Street
Pittsburgh, PA 15219

Prudential Insurance Company of America
Law Office
751 Broad Street
Newark, New Jersey 07102

Verizon
Attn.: VSAT
180 Washington Valley Road
Bedminster, NJ 07921

Date:

8/16/21


Albert G. Reese, Jr., Esquire
Pa. I.D. #93813
Law Office Albert G. Reese, Jr.
640 Rodi Road, Suite 2
Pittsburgh, PA 15235
(412) 241-1697 Telephone
(412) 241-1687 Facsimile
areese8897@aol.com email

Sep. 7. 2021 8:57AM

No. 0635 P. 70/116

COVERAGE VERIFICATION

Group Policyholder: Trustees of the Supplemental and Dependent Life Insurance Trust
for the Employees of Verizon Corporation.

Owner: JOANN THOMAS
715 1048 STANTON TERRACE
PITTSBURGH PA 15201

Group Policy Number: 104163
Policy Anniversary Date: January 1

Coverage ID Number: 3566976

**Original Effective Date of
Coverage:** 01/01/02

**Current Effective Date of
Coverage:** 01/01/02

Covered Person: JOANN THOMAS

Covered Person's Age: 61 *

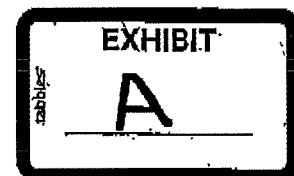
Specified Amount: \$46,000

Rating Class: N/A

Automatic Increases When Earnings Increase: NO

Company: Metropolitan Life Insurance Company

* As of Policy Anniversary Date



CREATED ON: 12/16/2004

R

Sep. 7. 2021 8:58AM

No. 0635 P. 72/116

Case 18-21081-GLT Doc 38-4 Filed 06/10/18 Entered 06/10/18 12:15:37 Desc
Exhibit Page 1 of 13

RONALD LEE THOMAS
DURABLE FINANCIAL/MEDICAL POWER OF ATTORNEY

NOTICE

THE PURPOSE OF THIS POWER OF ATTORNEY IS TO GIVE THE PERSON YOU DESIGNATE (YOUR "AGENT") BROAD POWERS TO HANDLE YOUR PROPERTY, WHICH MAY INCLUDE POWERS TO SELL OR OTHERWISE DISPOSE OF ANY REAL OR PERSONAL PROPERTY WITHOUT ADVANCE NOTICE TO YOU OR APPROVAL BY YOU.

THIS POWER OF ATTORNEY DOES NOT IMPOSE A DUTY ON YOUR AGENT TO EXERCISE GRANTED POWERS, BUT WHEN POWERS ARE EXERCISED, YOUR AGENT MUST USE DUE CARE TO ACT FOR YOUR BENEFIT AND IN ACCORDANCE WITH THIS POWER OF ATTORNEY.

YOUR AGENT MAY EXERCISE THE POWERS GIVEN HERE THROUGHOUT YOUR LIFETIME, EVEN AFTER YOU BECOME INCAPACITATED, UNLESS YOU EXPRESSLY LIMIT THE DURATION OF THESE POWERS OR YOU REVOKE THESE POWERS OR A COURT ACTING ON YOUR BEHALF TERMINATES YOUR AGENT'S AUTHORITY.

YOUR AGENT MUST ACT IN ACCORDANCE WITH YOUR REASONABLE EXPECTATIONS TO THE EXTENT ACTUALLY KNOWN BY YOUR AGENT AND, ONLY WITHIN THE SCOPE OF AUTHORITY GRANTED BY YOU IN THE POWER OF ATTORNEY.

THE LAW PERMITS YOU, IF YOU CHOOSE, TO GRANT BROAD AUTHORITY TO AN AGENT UNDER POWER OF ATTORNEY, INCLUDING THE ABILITY TO GIVE AWAY ALL OF YOUR PROPERTY WHILE YOU ARE ALIVE OR TO SUBSTANTIALLY CHANGE HOW YOUR PROPERTY IS DISTRIBUTED AT YOUR DEATH. BEFORE SIGNING THIS DOCUMENT, YOU SHOULD SEEK THE ADVICE OF AN ATTORNEY AT LAW TO MAKE SURE YOU UNDERSTAND IT.

A COURT CAN TAKE AWAY THE POWERS OF YOUR AGENT IF IT FINDS YOUR AGENT IS NOT ACTING PROPERLY.

THE POWERS AND DUTIES OF AN AGENT UNDER A POWER OF ATTORNEY ARE EXPLAINED MORE FULLY IN 20 PA.C.S. CH. 56.

IF THERE IS ANYTHING ABOUT THIS FORM THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK A LAWYER OF YOUR OWN CHOOSING TO EXPLAIN IT TO YOU.

I have read or had explained to me this notice and I understand its contents.


RONALD LEE THOMAS

Date

1-26-18

EXHIBIT

Sep. 7. 2021 8:58AM

No. 0635 P. 73/116

Case 18-21081-GLT Doc 38-4 Filed 06/10/18 Entered 06/10/18 12:15:37 Desc
Exhibit Page 2 of 13

1. **Principal and Attorney-in-Fact**

I, Ronald Lee Thomas, of 1048 Stanton Terrace, Pittsburgh, Pennsylvania 15201, appoint my daughter, Reagan Thomas, of 1048 Stanton Terrace, Pittsburgh, Pennsylvania 15201, as my attorney-in-fact to act for me in any lawful way with respect to the powers delegated in Part 6, below. If that person (or all of those persons, if I name more than one) is unable or unwilling to serve as attorney-in-fact, I appoint the following alternates, to serve alone in the order named:

First Alternates

Name: _____

Address: _____

Or

Name: _____

Address: _____

2. **Authorization of Attorneys-in-Fact**

If I have named more than one attorney-in-fact, they are authorized to act:

☐ jointly
☒ independently

3. **Delegation of Authority**

☐ My attorney-in-fact may delegate, in writing, any authority granted under this power of attorney to a person he or she selects. Any such delegation shall state the period during which it is valid and specify the extent of the delegation.

☒ My attorney-in-fact may not delegate any authority granted under this power of attorney.

4. **Effective Date and Durability**

☐ This power of attorney is not durable. It is effective immediately, and shall terminate on _____.

☒ This power of attorney is durable. It is effective immediately, and shall continue in effect if I become incapacitated or disabled.

Sep. 7. 2021 8:59AM

No. 0635 P. 74/116

Case 18-21081-GLT Doc 38-4 Filed 06/10/18 Entered 06/10/18 12:15:37 Desc
Exhibit Page 3 of 13

[] This power of attorney is durable. It shall take effect only if I become incapacitated or disabled and unable to manage my financial affairs.

5. Determination of Incapacity

If I am creating a springing durable power of attorney under Part 4 of this document, my incapacity or disability shall be determined by written declaration of [X] one or [] two licensed physician(s). Each declaration shall be made under penalty of perjury and shall state that in the physician's opinion I am substantially unable to manage my financial affairs. If possible, the declaration(s) shall be made by _____. No licensed physician shall be liable to me for any actions taken under this part which are done in good faith.

6. Powers of the Attorney-in-Fact

I grant my attorney-in-fact power to act on my behalf in the following matters, as indicated by my initials next to each granted power or on line (14), granting all the listed powers. Powers that are struck through are not granted.

INITIALS

- | | |
|-----------|---|
| <u>RM</u> | (1) Real estate transactions. <i>Reason + Michael</i> |
| <u>RM</u> | (2) Tangible personal property transactions. |
| <u>RM</u> | (3) Stock and bond, commodity and option transactions. |
| <u>RM</u> | (4) Banking and other financial institution transactions. |
| <u>RM</u> | (5) Business operating transactions. |
| <u>RM</u> | (6) Insurance and annuity transactions. |
| <u>RM</u> | (7) Estate, trust, and other beneficiary transactions. |
| <u>RM</u> | (8) Living trust transactions. |
| <u>RM</u> | (9) Legal actions. |
| <u>RM</u> | (10) Personal and family care. |
| <u>RM</u> | (11) Government benefits. |
| <u>RM</u> | (12) Retirement plan transactions. |
| <u>RM</u> | (13) Tax matters. |
| <u>RM</u> | (14) All health and medical matters. |
| <u>RM</u> | (15) ALL POWERS (1 THROUGH 14) LISTED ABOVE. |

These powers are defined in Part 14, below.

7. Special Instructions to the Attorney-in-Fact

Sep. 7. 2021 8:59AM

No. 0635 P. 75/116

Case 18-21081-GLT Doc 38-4 Filed 06/10/18 Entered 06/10/18 12:15:37 Desc
Exhibit Page 4 of 13

8. Compensation and Reimbursement of the Attorney-in-Fact

☒ My attorney-in-fact shall not be compensated for services, but shall be entitled to reimbursement, from my assets, for reasonable expenses. Reasonable expenses include but are not limited to reasonable fees for information or advice from accountants, lawyers or investment experts relating to my attorney-in-fact's responsibilities under this power of attorney.

☐ My attorney-in-fact shall be entitled to reimbursement for reasonable expenses and reasonable compensation for services. What constitutes reasonable compensation shall be determined exclusively by my attorney-in-fact. If more than one attorney-in-fact is named in this document, each shall have the exclusive right to determine what constitutes reasonable compensation for his or her own duties.

☐ My attorney-in-fact shall be entitled to reimbursement for reasonable expenses and compensation for services in the amount of \$ _____. If more than one attorney-in-fact is named in this document, each shall be entitled to receive this amount.

9. Personal Benefit to the Attorney-in-Fact

☐ My attorney-in-fact may buy any assets of mine or engage in any transaction he or she deems in good faith to be in my interest, no matter what the interest or benefit to my attorney-in-fact.

☐ My attorney-in-fact may buy any assets of mine or engage in any transaction he or she deems in good faith to be in my interest, no matter what the interest or benefit to my attorney-in-fact. However, if a successor attorney-in-fact is serving under this document, he or she may not benefit personally from any transaction engaged in on my behalf.

☒ My attorney-in-fact may not benefit personally from any transaction engaged in on my behalf.

☐ Although my attorney-in-fact may receive gifts of my property as described in Part 7 of this document, my attorney-in-fact may not benefit personally from any other transaction he or she engages in on my behalf.

Sep. 7. 2021 8:59AM

No. 0635 P. 76/116

Case 18-21081-GLT Doc 38-4 Filed 06/10/18 Entered 06/10/18 12:15:37 Desc
Exhibit Page 5 of 13

10. **Commingling by the Attorney-in-Fact**

☐ My attorney-in-fact may commingle any of my funds with any funds of his or hers.

☐ My attorney-in-fact may commingle any of my funds with any funds of his or hers. However, if a successor attorney-in-fact is serving under this document, the successor attorney-in-fact may not commingle any of my funds with any funds of his or hers.

☒ My attorney-in-fact may not commingle any of my funds with any funds of his or hers.

11. **Liability of the Attorney-in-Fact**

My attorney-in-fact shall not incur any liability to me, my estate, my heirs, successors or assigns for acting or refraining from acting under this document, except for willful misconduct or gross negligence. My attorney-in-fact is not required to make my assets produce income, increase the value of my estate, diversify my investments or enter into transactions authorized by this document, as long as my attorney-in-fact believes his or her actions are in my best interests or in the interests of my estate and of those interested in my estate. A successor attorney-in-fact shall not be liable for acts of a prior attorney-in-fact.

12. **Reliance on This Power of Attorney**

Any third party who receives a copy of this document may rely on and act under it. Revocation of the power of attorney is not effective as to a third party until the third party has actual knowledge of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

13. **Severability**

If any provision of this document is ruled unenforceable, the remaining provisions shall stay in effect.

14. **Definition of Powers Granted to the Attorney-in-Fact**

The powers granted in Part 6 of this document authorize my attorney-in-fact to do the following:

Sep. 7. 2021 9:00AM

No. 0635 P. 77/116

Case 18-21081-GLT Doc 38-4 Filed 06/10/18 Entered 06/10/18 12:15:37 Desc
Exhibit Page 6 of 13

(1) Real estate transactions

Act for me in any manner to deal with all or any part of any interest in real property that I own at the time of execution of this document or later acquire, under such terms, conditions and covenants as my attorney-in-fact deems proper. My attorney-in-fact's powers include but are not limited to the power to:

- (a) Accept as a gift or as security for a loan, reject, demand, buy, lease, receive or otherwise acquire ownership or possession of any estate or interest in real property.
- (b) Sell, exchange, convey with or without covenants, quitclaim, release, surrender, mortgage, encumber, partition or consent to the partitioning of, grant options concerning, lease, sublet or otherwise dispose of any interest in real property.
- (c) Maintain, repair, improve, insure, rent, lease, and pay or contest taxes or assessments on any estate or interest in real property I own or claim to own.
- (d) Prosecute, defend, intervene in, submit to arbitration, settle and propose or accept a compromise with respect to any claim in favor of or against me based on or involving any real estate transaction.

(2) Tangible personal property transactions

Act for me in any manner to deal with all or any part of any interest in personal property that I own at the time of execution of this document or later acquire, under such terms as my attorney-in-fact deems proper. My attorney-in-fact's powers include but are not limited to the power to lease, buy, exchange, accept as a gift or as security for a loan, acquire, possess, maintain, repair, improve, insure, rent, convey, mortgage, pledge, and pay or contest taxes and assessments on any tangible personal property.

(3) Stock and bond, commodity, option and other securities transactions

Do any act which I can do through an agent, with respect to any interest in a bond, share, other instrument of similar character or commodity. My attorney-in-fact's powers include but are not limited to the power to:

- (a) Accept as a gift or as security for a loan, reject, demand, buy, receive or otherwise acquire ownership or possession of any bond, share, instrument of similar character, commodity interest or any investment with respect thereto, together with the interest, dividends, proceeds or other distributions connected with it.

Sep. 7. 2021 9:00AM

No. 0635 P. 78/116

Case 18-21081-GLT Doc 38-4 Filed 06/10/18 Entered 06/10/18 12:15:37 Desc
Exhibit Page 7 of 13

- (b) Sell (including short sales), exchange, transfer, release, surrender, pledge, trade in or otherwise dispose of any bond, share, instrument of similar character or commodity interest.
- (c) Demand, receive and obtain any money or other thing of value to which I am or may become or may claim to be entitled as the proceeds of any interest in a bond, share, other instrument of similar character or commodity interest.
- (d) Agree and contract, in any manner, and with any broker or other person and on any terms, for the accomplishment of any purpose listed in this section.
- (e) Execute, acknowledge, seal and deliver any instrument my attorney-in-fact thinks useful to accomplish a purpose listed in this section, or any report or certificate required by law or regulation.

(4) Banking and other financial institution transactions

Do any act that I can do through an agent in connection with any banking transaction that might affect my financial or other interests. My attorney-in-fact's powers include but are not limited to the power to:

- (a) Continue, modify and terminate any deposit account or other banking arrangement, or open either in the name of the agent alone or my name alone or in both our names jointly, a deposit account of any type in any financial institution, rent a safe deposit box or vault space, have access to a safe deposit box or vault to which I would have access, and make other contracts with the institution.
- (b) Make, sign and deliver checks or drafts, and withdraw my funds or property from any financial institution by check, order or otherwise.
- (c) Prepare financial statements concerning my assets and liabilities or income and expenses and deliver them to any financial institution, and receive statements, notices or other documents from any financial institution.
- (d) Borrow money from a financial institution on terms my attorney-in-fact deems acceptable, give security out of my assets, and pay, renew or extend the time of payment of any note given by or on my behalf.

(5) Business operating transactions

Do any act that I can do through an agent in connection with any business operated by me that my attorney-in-fact deems desirable. My attorney-in-fact's powers include but are not limited to the power to:

- (a) Perform any duty and exercise any right, privilege or option which I have or claim to have under any contract of partnership, enforce the terms of any

Sep. 7. 2021 9:00AM

No. 0635 P. 79/116

Case 18-21081-GLT Doc 38-4 Filed 06/10/18 Entered 06/10/18 12:15:37 Desc
Exhibit Page 8 of 13

partnership agreement, and defend, submit to arbitration or settle any legal proceeding to which I am a party because of membership in a partnership.

- (b) Exercise in person or by proxy and enforce any right, privilege or option which I have as the holder of any bond, share or instrument of similar character and defend, submit to arbitration or settle a legal proceeding to which I am a party because of any such bond, share or instrument of similar character.
- (c) With respect to a business owned solely by me, continue, modify, extend or terminate any contract on my behalf, demand and receive all money that is due or claimed by me and use such funds in the operation of the business, engage in banking transactions my attorney-in-fact deems desirable, determine the location of the operation, the nature of the business it undertakes, its name, methods of manufacturing, selling, marketing, financing, accounting, form of organization and insurance, and hiring and paying employees and independent contractors.
- (d) Execute, acknowledge, seal and deliver any instrument of any kind that my attorney-in-fact thinks useful to accomplish any purpose listed in this section.
- (e) Pay, compromise or contest business taxes or assessments.
- (f) Demand and receive money or other things of value to which I am or claim to be entitled as the proceeds of any business operation, and conserve, invest, disburse or use anything so received for purposes listed in this section.

(6) Insurance and annuity transactions

Do any act that I can do through an agent, in connection with any insurance or annuity policy that my attorney-in-fact deems desirable. My attorney-in-fact's powers include but are not limited to the power to:

- (a) Continue, pay the premium on, modify, rescind or terminate any annuity or policy of life, accident, health, disability or liability insurance procured by me or on my behalf before the execution of this power of attorney. My attorney-in-fact cannot name himself or herself as beneficiary of a renewal, extension or substitute for such a policy unless he or she was already the beneficiary before I signed the power of attorney.
 - (b) Procure new, different or additional contracts of health, disability, accident or liability insurance on my life, modify, rescind or terminate any such contract and designate the beneficiary of any such contract.
 - (c) Sell, assign, borrow on, pledge, or surrender and receive the cash surrender value of any policy.
- (7) Estate, trust and other beneficiary transactions

Sep. 7. 2021 9:01AM

No. 0635 P. 80/116

Case 18-21081-GLT Doc 38-4 Filed 06/10/18 Entered 06/10/18 12:15:37 Desc
Exhibit Page 9 of 13

Act for me in all matters that affect a trust, probate estate, guardianship, conservatorship, escrow, custodianship or other fund from which I am, may become or claim to be entitled, as a beneficiary, to a share or payment. My attorney-in-fact's authority includes the power to disclaim any assets which I am, may become or claim to be entitled, as a beneficiary, to a share or payment.

(8) Living trust transactions

Transfer ownership of any property over which he or she has authority under this document to the trustee of a revocable trust I have created as settlor. Such property may include real estate, stocks, bonds, accounts with financial institutions, insurance policies or other property.

(9) Legal actions

Act for me in all matters that affect claims in favor of or against me and proceedings in any court or administrative body. My attorney-in-fact's powers include but are not limited to the power to:

- (a) Hire an attorney to assert any claim or defense before any court, administrative board or other tribunal.
- (b) Submit to arbitration or mediation or settle any claim in favor of or against me or any litigation to which I am a party, pay any judgment or settlement and receive any money or other things of value paid in settlement.

(10) Personal and family maintenance

Do all acts necessary to maintain my customary standard of living, and that of my spouse and children and other persons customarily supported by or legally entitled to be supported by me. My attorney-in-fact's powers include but are not limited to the power to:

- (a) Pay for medical, dental and surgical care, living quarters, usual vacations and travel expenses, shelter, clothing, food, appropriate education and other living costs.
- (b) Continue arrangements with respect to automobiles or other means of transportation, charge accounts, discharge of any services or duties assumed by me to any parent, relative or friend, contributions or payments incidental to membership or affiliation in any church, club, society or other organization.

(11) Government benefits

Act for me in all matters that affect my right to government benefits, including Social

Sep. 7. 2021 9:01AM

No. 0635 P. 81/116

Case 18-21081-GLT Doc 38-4 Filed 06/10/18 Entered 06/10/18 12:15:37 Desc
Exhibit Page 10 of 13

Security, Medicare, Medicaid, or other governmental programs, or civil or military service. My attorney-in-fact's powers include but are not limited to the power to:

- (a) Prepare, execute, file, prosecute, defend, submit to arbitration or settle a claim on my behalf to benefits or assistance, financial or otherwise.
- (b) Receive the proceeds of such a claim and conserve, invest, disburse or use them on my behalf.

(12) Retirement plan transactions

Act for me in all matters that affect my retirement plans. My attorney-in-fact's powers include but are not limited to the power to select payment options under any retirement plan in which I participate, make contributions to those plans, exercise investment options, receive payment from a plan, roll over plan benefits into other retirement plans, designate beneficiaries under those plans and change existing beneficiary designations.

(13) Tax matters

Act for me in all matters that affect my local, state and federal taxes. My attorney-in-fact's powers include but are not limited to the power to:

- (a) Prepare, sign and file federal, state, local and foreign income, gift, payroll, Federal Insurance Contributions Act returns and other tax returns, claims for refunds, requests for extension of time, petitions, any power of attorney required by the Internal Revenue Service or other taxing authority, and other documents.
- (b) Pay taxes due, collect refunds, post bonds, receive confidential information, exercise any election available to me and contest deficiencies determined by a taxing authority.

(14) Medical matters

I specifically grant to my Attorney-in-Fact power to act for me in my name, place, and stead and, for my use and benefit:

- (a) To authorize my medical treatment if I shall be physically or mentally incapacitated or otherwise unable to make such authorization for myself, including authorization for emergency care, hospitalization, surgery, therapy and/or any other kind of

Sep. 7. 2021 9:01AM

No. 0635 P. 82/116

Case 18-21081-GLT Doc 38-4 Filed 06/10/18 Entered 06/10/18 12:15:37 Desc
Exhibit Page 11 of 13

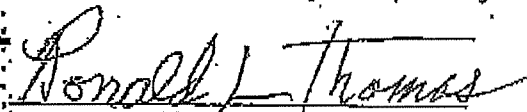
treatment or procedures which he or she shall in his/her sole discretion think necessary for my benefit.

- (b) To consult with and advise any physicians, nurses, therapists, dentists, or other medical personnel on my behalf and for my health and welfare.
- (c) To be given first priority in visitation should I be a patient in any hospital, healthcare facility or institution, and should I be unable to express a preference on account of my illness or disability.
- (d) To receive into his or her possession any and all items of personal property and effects that may be recovered from or about my person by any hospital, relief agency, or other person at the time of my illness, disability or death.
- (e) To execute all necessary instruments and to perform all necessary acts required by the execution and implementation of the aforesaid authorization.
- (f) To apply for government and insurance benefits, to prosecute and defend legal actions, to arrange for transportation and travel, to contract for medical and dental care for me; in so doing the foregoing, to sign my name and to represent me:

I understand the importance of the powers I delegate to my attorney-in-fact in this document. I recognize that the document gives my attorney-in-fact broad powers over my assets.

Signed this 26th day of January, 2018.

Commonwealth of Pennsylvania, County of Allegheny


Ronald Lee Thomas

 - 2836
Social Security Number

SIGN
HERE


Sep. 7. 2021 9:02AM

No. 0635 P. 83/116

Case 18-21081-GLT Doc 38-4 Filed 06/10/18 Entered 06/10/18 12:15:37 Desc
Exhibit Page 12 of 13

WITNESSES

On the date written above, the principal declared to me that this instrument is his financial power of attorney, and that he willingly executed it as a free and voluntary act. The principal signed this instrument in my presence.

 Kena M. Payne
Name
7318 Joshua St.
Address
Pgh, Pa 15206
County Allegheny

Georg C. White
Name
724 RIDGE Ave
Address
Ford City, Pa 16226
County Armstrong

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

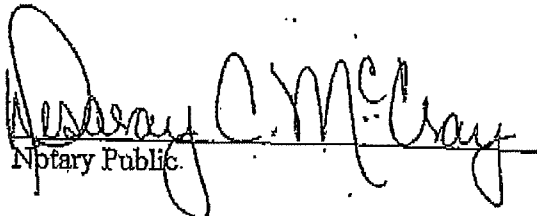
COMMONWEALTH OF PENNSYLVANIA

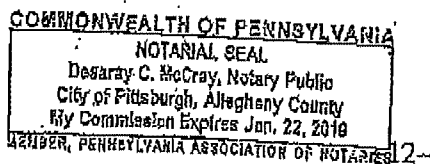
COUNTY OF ALLEGHENY

) SS:

On January 26, 2018, 2018, before me, Desaray C. McCray, a notary public in and for said Commonwealth, personally appeared Ronald Lee Thomas, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Notary Public.

My commission expires 1-22-2019.

Sep. 7. 2021 9:02AM

No. 0635 P. 84/116

Case 18-21081-GLT Doc 38-4 Filed 06/10/18 Entered 06/10/18 12:15:37 Desc
Exhibit Page 13 of 13

PREPARATION STATEMENT

This document was prepared by:

Albert G. Reese, Jr., Esquire
The Law Office of Albert G. Reese, Jr.
640 Rodi Road, 2nd Floor, Suite 2
Pittsburgh, PA 15235
(412) 241-1697

ACKNOWLEDGMENT OF ATTORNEY-IN-FACT

I, REAGAN THOMAS, have read the attached power of attorney and am the person identified as the attorney-in-fact (the "agent") for the principal. I hereby acknowledge that in the absence of a specific provision to the contrary in the power of attorney or in 20 Pa.C.S., when I act as agent:

I shall act in accordance with the principal's reasonable expectations to the extent actually known by me and, otherwise, in the principal's best interest, act in good faith and act only within the scope of authority granted to me by the principal in the power of attorney.

I shall keep the assets of the principal separate from my assets.

I shall exercise reasonable caution and prudence.

I shall keep a full and accurate record of all actions, receipts and disbursements on behalf of the principal.

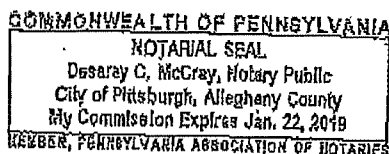

REAGAN THOMAS

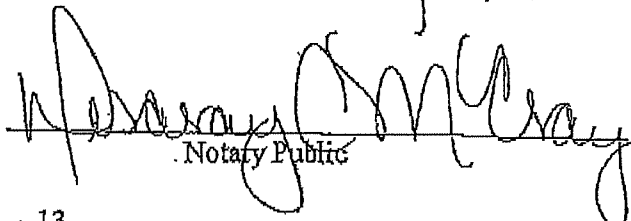
Signature of Attorney-in-Fact

1-26-18

Date

SWORN TO AND SUBSCRIBED BEFORE ME this 26 day of January 2018.




Notary Public

Sep. 7. 2021 9:02AM

No. 0635 P. 85/116

JOANN THOMAS
DURABLE FINANCIAL/MEDICAL POWER OF ATTORNEY

NOTICE

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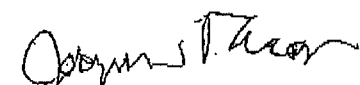
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IF THERE IS ANYTHING ABOUT THIS FORM THAT YOU DO NOT UNDERSTAND, YOU SHOULD ASK A LAWYER OF YOUR OWN CHOOSING TO EXPLAIN IT TO YOU.

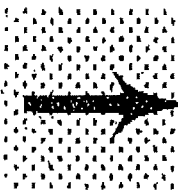
I have read or had explained to me this notice and I understand its contents.



JOANN THOMAS

Date

1-26-18



Sep. 7. 2021 9:03AM

No. 0635 P. 86/116

1. Principal and Attorney-in-Fact

I, Joann Thomas, of 1048 Stanton Terrace, Pittsburgh, Pennsylvania 15201, appoint my daughter, Reagan Thomas, of 1048 Stanton Terrace, Pittsburgh, Pennsylvania 15201, as my attorney-in-fact to act for me in any lawful way with respect to the powers delegated in Part 6, below. If that person (or all of those persons, if I name more than one) is unable or unwilling to serve as attorney-in-fact, I appoint the following alternates, to serve alone in the order named:

First Alternates

Name: _____

Address: _____

_____**Or**

Name: _____

Address: _____

_____**2. Authorization of Attorneys-in-Fact**

If I have named more than one attorney-in-fact, they are authorized to act:

☐ jointly
☒ independently

3. Delegation of Authority

☐ My attorney-in-fact may delegate, in writing, any authority granted under this power of attorney to a person he or she selects. Any such delegation shall state the period during which it is valid and specify the extent of the delegation.

☒ My attorney-in-fact may not delegate any authority granted under this power of attorney.

4. Effective Date and Durability

☐ This power of attorney is not durable. It is effective immediately, and shall terminate on _____.

☒ This power of attorney is durable. It is effective immediately, and shall continue in effect if I become incapacitated or disabled.

Sep. 7. 2021 9:03AM

No. 0635 P. 87/116

[] This power of attorney is durable. It shall take effect only if I become incapacitated or disabled and unable to manage my financial affairs.

5. Determination of Incapacity

If I am creating a springing durable power of attorney under Part 4 of this document, my incapacity or disability shall be determined by written declaration of [X] one or [] two licensed physician(s). Each declaration shall be made under penalty of perjury and shall state that in the physician's opinion I am substantially unable to manage my financial affairs. If possible, the declaration(s) shall be made by _____. No licensed physician shall be liable to me for any actions taken under this part which are done in good faith.

6. Powers of the Attorney-in-Fact

I grant my attorney-in-fact power to act on my behalf in the following matters, as indicated by my initials next to each granted power or on line (14), granting all the listed powers. Powers that are struck through are not granted.

INITIALS

- | | |
|-------|---|
| _____ | (1) Real estate transactions. |
| _____ | (2) Tangible personal property transactions. |
| _____ | (3) Stock and bond, commodity and option transactions. |
| _____ | (4) Banking and other financial institution transactions. |
| _____ | (5) Business operating transactions. |
| _____ | (6) Insurance and annuity transactions. |
| _____ | (7) Estate, trust, and other beneficiary transactions. |
| _____ | (8) Living trust transactions. |
| _____ | (9) Legal actions. |
| _____ | (10) Personal and family care. |
| _____ | (11) Government benefits. |
| _____ | (12) Retirement plan transactions. |
| _____ | (13) Tax matters. |
| _____ | (14) All health and medical matters. |
| _____ | (15) ALL POWERS (1 THROUGH 14) LISTED ABOVE. |

These powers are defined in Part 14, below.

7. Special Instructions to the Attorney-in-Fact

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Sep. 7. 2021 9:03AM

No. 0635 P. 88/116

8. Compensation and Reimbursement of the Attorney-in-Fact

☒ My attorney-in-fact shall not be compensated for services, but shall be entitled to reimbursement, from my assets, for reasonable expenses. Reasonable expenses include but are not limited to reasonable fees for information or advice from accountants, lawyers or investment experts relating to my attorney-in-fact's responsibilities under this power of attorney.

☐ My attorney-in-fact shall be entitled to reimbursement for reasonable expenses and reasonable compensation for services. What constitutes reasonable compensation shall be determined exclusively by my attorney-in-fact. If more than one attorney-in-fact is named in this document, each shall have the exclusive right to determine what constitutes reasonable compensation for his or her own duties.

☐ My attorney-in-fact shall be entitled to reimbursement for reasonable expenses and compensation for services in the amount of \$_____. If more than one attorney-in-fact is named in this document, each shall be entitled to receive this amount.

9. Personal Benefit to the Attorney-in-Fact

☐ My attorney-in-fact may buy any assets of mine or engage in any transaction he or she deems in good faith to be in my interest, no matter what the interest or benefit to my attorney-in-fact.

☐ My attorney-in-fact may buy any assets of mine or engage in any transaction he or she deems in good faith to be in my interest, no matter what the interest or benefit to my attorney-in-fact. However, if a successor attorney-in-fact is serving under this document, he or she may not benefit personally from any transaction engaged in on my behalf.

☒ My attorney-in-fact may not benefit personally from any transaction engaged in on my behalf.

☐ Although my attorney-in-fact may receive gifts of my property as described in Part 7 of this document, my attorney-in-fact may not benefit personally from any other transaction he or she engages in on my behalf.

Sep. 7. 2021 9:04AM

No. 0635 P. 89/116

10. Commingling by the Attorney-in-Fact

☐ My attorney-in-fact may commingle any of my funds with any funds of his or hers.

☐ My attorney-in-fact may commingle any of my funds with any funds of his or hers. However, if a successor attorney-in-fact is serving under this document, the successor attorney-in-fact may not commingle any of my funds with any funds of his or hers.

☒ My attorney-in-fact may not commingle any of my funds with any funds of his or hers.

11. Liability of the Attorney-in-Fact

My attorney-in-fact shall not incur any liability to me, my estate, my heirs, successors or assigns for acting or refraining from acting under this document, except for willful misconduct or gross negligence. My attorney-in-fact is not required to make my assets produce income, increase the value of my estate, diversify my investments or enter into transactions authorized by this document, as long as my attorney-in-fact believes his or her actions are in my best interests or in the interests of my estate and of those interested in my estate. A successor attorney-in-fact shall not be liable for acts of a prior attorney-in-fact.

12. Reliance on This Power of Attorney

Any third party who receives a copy of this document may rely on and act under it. Revocation of the power of attorney is not effective as to a third party until the third party has actual knowledge of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

13. Severability

If any provision of this document is ruled unenforceable, the remaining provisions shall stay in effect.

14. Definition of Powers Granted to the Attorney-in-Fact

The powers granted in Part 6 of this document authorize my attorney-in-fact to do the following:

Sep. 7. 2021 9:04AM

No. 0635 P. 90/116

(1) Real estate transactions

Act for me in any manner to deal with all or any part of any interest in real property that I own at the time of execution of this document or later acquire, under such terms, conditions and covenants as my attorney-in-fact deems proper. My attorney-in-fact's powers include but are not limited to the power to:

- (a) Accept as a gift or as security for a loan, reject, demand, buy, lease, receive or otherwise acquire ownership of possession of any estate or interest in real property.
- (b) Sell, exchange, convey with or without covenants, quitclaim, release, surrender, mortgage, encumber, partition or consent to the partitioning of, grant options concerning, lease, sublet or otherwise dispose of any interest in real property.
- (c) Maintain, repair, improve, insure, rent, lease, and pay or contest taxes or assessments on any estate or interest in real property I own or claim to own.
- (d) Prosecute, defend, intervene in, submit to arbitration, settle and propose or accept a compromise with respect to any claim in favor of or against me based on or involving any real estate transaction.

(2) Tangible personal property transactions

Act for me in any manner to deal with all or any part of any interest in personal property that I own at the time of execution of this document or later acquire, under such terms as my attorney-in-fact deems proper. My attorney-in-fact's powers include but are not limited to the power to lease, buy, exchange, accept as a gift or as security for a loan, acquire, possess, maintain, repair, improve, insure, rent, convey, mortgage, pledge, and pay or contest taxes and assessments on any tangible personal property.

(3) Stock and bond, commodity, option and other securities transactions

Do any act which I can do through an agent, with respect to any interest in a bond, share, other instrument of similar character or commodity. My attorney-in-fact's powers include but are not limited to the power to:

- (a) Accept as a gift or as security for a loan, reject, demand, buy, receive or otherwise acquire ownership or possession of any bond, share, instrument of similar character, commodity interest or any investment with respect thereto, together with the interest, dividends, proceeds or other distributions connected with it.

Sep. 7. 2021 9:04AM

No. 0635 P. 91/116

- (b) Sell (including short sales), exchange, transfer, release, surrender, pledge, trade in or otherwise dispose of any bond, share, instrument of similar character or commodity interest.
- (c) Demand, receive and obtain any money or other thing of value to which I am or may become or may claim to be entitled as the proceeds of any interest in a bond, share, other instrument of similar character or commodity interest.
- (d) Agree and contract, in any manner, and with any broker or other person and on any terms, for the accomplishment of any purpose listed in this section.
- (e) Execute, acknowledge, seal and deliver any instrument my attorney-in-fact thinks useful to accomplish a purpose listed in this section, or any report or certificate required by law or regulation.

(4) Banking and other financial institution transactions

Do any act that I can do through an agent in connection with any banking transaction that might affect my financial or other interests. My attorney-in-fact's powers include but are not limited to the power to:

- (a) Continue, modify and terminate any deposit account or other banking arrangement, or open either in the name of the agent alone or my name alone or in both our names jointly, a deposit account of any type in any financial institution, rent a safe deposit box or vault space, have access to a safe deposit box or vault to which I would have access, and make other contracts with the institution.
- (b) Make, sign and deliver checks or drafts, and withdraw my funds or property from any financial institution by check, order or otherwise.
- (c) Prepare financial statements concerning my assets and liabilities or income and expenses and deliver them to any financial institution, and receive statements, notices or other documents from any financial institution.
- (d) Borrow money from a financial institution on terms my attorney-in-fact deems acceptable, give security out of my assets, and pay, renew or extend the time of payment of any note given by or on my behalf.

(5) Business operating transactions

Do any act that I can do through an agent in connection with any business operated by me that my attorney-in-fact deems desirable. My attorney-in-fact's powers include but are not limited to the power to:

- (a) Perform any duty and exercise any right, privilege or option which I have or claim to have under any contract of partnership, enforce the terms of any

partnership agreement, and defend, submit to arbitration or settle any legal proceeding to which I am a party because of membership in a partnership.

- (b) Exercise in person or by proxy and enforce any right, privilege or option which I have as the holder of any bond, share or instrument of similar character and defend, submit to arbitration or settle a legal proceeding to which I am a party because of any such bond, share or instrument of similar character.
- (c) With respect to a business owned solely by me, continue, modify, extend or terminate any contract on my behalf, demand and receive all money that is due or claimed by me and use such funds in the operation of the business, engage in banking transactions my attorney-in-fact deems desirable, determine the location of the operation, the nature of the business it undertakes, its name, methods of manufacturing, selling, marketing, financing, accounting, form of organization and insurance, and hiring and paying employees and independent contractors.
- (d) Execute, acknowledge, seal and deliver any instrument of any kind that my attorney-in-fact thinks useful to accomplish any purpose listed in this section.
- (e) Pay, compromise or contest business taxes or assessments.
- (f) Demand and receive money or other things of value to which I am or claim to be entitled as the proceeds of any business operation, and conserve, invest, disburse or use anything so received for purposes listed in this section.

(6) Insurance and annuity transactions

Do any act that I can do through an agent, in connection with any insurance or annuity policy that my attorney-in-fact deems desirable. My attorney-in-fact's powers include but are not limited to the power to:

- (a) Continue, pay the premium on, modify, rescind or terminate any annuity or policy of life, accident, health, disability or liability insurance procured by me or on my behalf before the execution of this power of attorney. My attorney-in-fact cannot name himself or herself as beneficiary of a renewal, extension or substitute for such a policy unless he or she was already the beneficiary before I signed the power of attorney.
- (b) Procure new, different or additional contracts of health, disability, accident or liability insurance on my life, modify, rescind or terminate any such contract and designate the beneficiary of any such contract.
- (c) Sell, assign, borrow on, pledge, or surrender and receive the cash surrender value of any policy.

(7) Estate, trust and other beneficiary transactions

Sep. 7. 2021 9:05AM

No. 0635 P. 93/116

Act for me in all matters that affect a trust, probate estate, guardianship, conservatorship, escrow, custodianship or other fund from which I am, may become or claim to be entitled, as a beneficiary, to a share or payment. My attorney-in-fact's authority includes the power to disclaim any assets which I am, may become or claim to be entitled, as a beneficiary, to a share or payment.

(8) Living trust transactions

Transfer ownership of any property over which he or she has authority under this document to the trustee of a revocable trust I have created as settlor. Such property may include real estate, stocks, bonds, accounts with financial institutions, insurance policies or other property.

(9) Legal actions

Act for me in all matters that affect claims in favor of or against me and proceedings in any court or administrative body. My attorney-in-fact's powers include but are not limited to the power to:

- (a) Hire an attorney to assert any claim or defense before any court, administrative board or other tribunal.
- (b) Submit to arbitration or mediation or settle any claim in favor of or against me or any litigation to which I am a party, pay any judgment or settlement and receive any money or other things of value paid in settlement.

(10) Personal and family maintenance

Do all acts necessary to maintain my customary standard of living, and that of my spouse and children and other persons customarily supported by or legally entitled to be supported by me. My attorney-in-fact's powers include but are not limited to the power to:

- (a) Pay for medical, dental and surgical care, living quarters, usual vacations and travel expenses, shelter, clothing, food, appropriate education and other living costs.
- (b) Continue arrangements with respect to automobiles or other means of transportation, charge accounts, discharge of any services or duties assumed by me to any parent, relative or friend, contributions or payments incidental to membership or affiliation in any church, club, society or other organization.

(11) Government benefits

Act for me in all matters that affect my right to government benefits, including Social

Sep. 7. 2021 9:05AM

No. 0635 P. 94/116

Security, Medicare, Medicaid, or other governmental programs, or civil or military service. My attorney-in-fact's powers include but are not limited to the power to:

- (a) Prepare, execute, file, prosecute, defend, submit to arbitration or settle a claim on my behalf to benefits or assistance, financial or otherwise.
- (b) Receive the proceeds of such a claim and conserve, invest, disburse or use them on my behalf.

(12) Retirement plan transactions

Act for me in all matters that affect my retirement plans. My attorney-in-fact's powers include but are not limited to the power to select payment options under any retirement plan in which I participate, make contributions to those plans, exercise investment options, receive payment from a plan, roll over plan benefits into other retirement plans, designate beneficiaries under those plans and change existing beneficiary designations.

(13) Tax matters

Act for me in all matters that affect my local, state and federal taxes. My attorney-in-fact's powers include but are not limited to the power to:

- (a) Prepare, sign and file federal, state, local and foreign income, gift, payroll, Federal Insurance Contributions Act returns and other tax returns, claims for refunds, requests for extension of time, petitions, any power of attorney required by the Internal Revenue Service or other taxing authority, and other documents.
- (b) Pay taxes due, collect refunds, post bonds, receive confidential information, exercise any election available to me and contest deficiencies determined by a taxing authority.

(14) Medical matters

I specifically grant to my Attorney-in-Fact power to act for me in my name, place, and stead and, for my use and benefit:

- (a) To authorize my medical treatment if I shall be physically or mentally incapacitated or otherwise unable to make such authorization for myself, including authorization for emergency care, hospitalization, surgery, therapy and/or any other kind of

Sep. 7. 2021 9:06AM

No. 0635 P. 95/116

treatment or procedures which he or she shall in his/her sole discretion think necessary for my benefit.

- (b) To consult with and advise any physicians, nurses, therapists, dentists, or other medical personnel on my behalf and for my health and welfare.
- (c) To be given first priority in visitation should I be a patient in any hospital, healthcare facility or institution, and should I be unable to express a preference on account of my illness or disability.
- (d) To receive into his or her possession any and all items of personal property and effects that may be recovered from or about my person by any hospital, relief agency, or other person at the time of my illness, disability or death.
- (e) To execute all necessary instruments and to perform all necessary acts required by the execution and implementation of the aforesaid authorization.
- (f) To apply for government and insurance benefits, to prosecute and defend legal actions, to arrange for transportation and travel, to contract for medical and dental care for me; in so doing the foregoing, to sign my name and to represent me.

I understand the importance of the powers I delegate to my attorney-in-fact in this document. I recognize that the document gives my attorney-in-fact broad powers over my assets.

Signed this 26th day of January, 2018.

Commonwealth of Pennsylvania, County of Allegheny

**SIGN
HERE**



Joann Thomas

3565

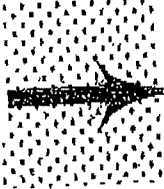
Social Security Number

Sep. 7. 2021 9:06AM

No. 0635 P. 96/116

WITNESSES

On the date written above, the principal declared to me that this instrument is his financial power of attorney, and that he willingly executed it as a free and voluntary act. The principal signed this instrument in my presence.



Kernal M. Payne
 Name
7318 Joshua St.
 Address
Pgh, Pa 15206-1975
Allegheny
 County

George C. White
 Name
724 RIDGE AVE
 Address
FORD City Pa 15226
ARMSTRONG
 County

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

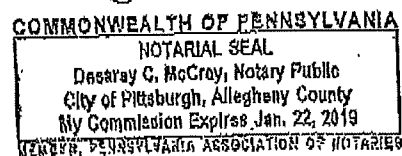
COMMONWEALTH OF PENNSYLVANIA)
) SS:
 COUNTY OF ALLEGHENY)

On January 26, 2018, before me, Desaray C. McCray, a notary public in and for said Commonwealth, personally appeared Joann Thomas; personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Desaray C. McCray
 Notary Public

My commission expires 1-22-2019



Sep. 7. 2021 9:06AM

No. 0635 P. 97/116

PREPARATION STATEMENT

This document was prepared by:

Albert G. Reese, Jr., Esquire
 The Law Office of Albert G. Reese, Jr.
 640 Rodi Road, 2nd Floor, Suite 2
 Pittsburgh, PA 15235
 (412) 241-1697

ACKNOWLEDGMENT OF ATTORNEY-IN-FACT

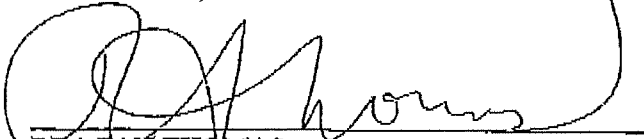
I, REAGAN THOMAS, have read the attached power of attorney and am the person identified as the attorney-in-fact (the "agent") for the principal. I hereby acknowledge that in the absence of a specific provision to the contrary in the power of attorney or in 20 Pa.C.S., when I act as agent:

I shall act in accordance with the principal's reasonable expectations to the extent actually known by me and, otherwise, in the principal's best interest, act in good faith and act only within the scope of authority granted to me by the principal in the power of attorney.

I shall keep the assets of the principal separate from my assets.

I shall exercise reasonable caution and prudence.

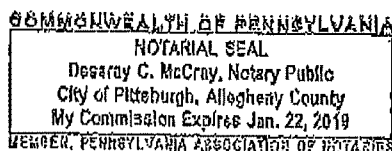
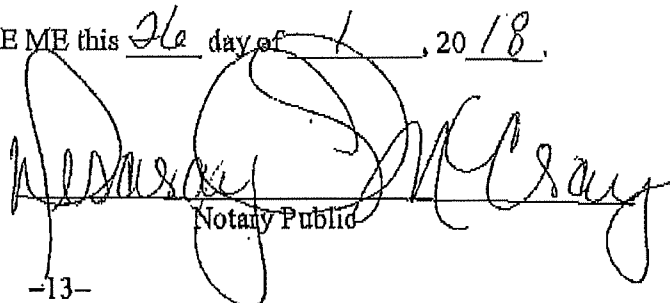
I shall keep a full and accurate record of all actions, receipts and disbursements on behalf of the principal.



REAGAN THOMAS
 Signature of Attorney-in-Fact

01-26-2018
 Date

SWORN TO AND SUBSCRIBED BEFORE ME this 26 day of 1, 2018.

Notary Public

Sep. 7. 2021 9:07AM

No. 0635 P. 98/116



Date prepared: 07/18/2018

P000052
 JOANN THOMAS
 1048 STANTON TERRANCE
 PITTSBURGH, PA 15201

Beneficiary confirmation statement

This confirmation statement serves as verification of the beneficiary information currently on record for your Verizon Insurance benefits.

Beneficiary designations

Plan	Beneficiary	Relationship	Date of birth	Primary percentage	Contingent percentage
Retiree Basic Life Insurance	RONALD THOMAS	Spouse	08/29/1943		100%
	MICHAEL THOMAS	Son	07/07/1978	50%	
	Reagan THOMAS	Daughter	07/07/1976	50%	
Retiree Supplemental Life Insurance	RONALD THOMAS	Spouse	08/29/1943		100%
	MICHAEL THOMAS	Son	07/07/1978	50%	
	Reagan THOMAS	Daughter	07/07/1976	50%	

It is important that you name a beneficiary(ies) for each of your benefit(s) listed above. If you do not name a beneficiary, your benefits will be paid as outlined in the applicable Summary Plan Description (SPD).

If you have questions about estate planning, you should consult your legal advisor.

You can review and make updates to your beneficiary information on BenefitsConnection through About You or at verizon.com/benefitsconnection.

Sep. 7. 2021 9:07AM

No. 0635 P. 99/116



Date prepared: 10/30/2018
Prepared for: JOANN THOMAS

P000015
JOANN THOMAS
1048 STANTON TERRANCE
PITTSBURGH, PA 15201

Benefits enrollment confirmation statement

This statement confirms your personal and dependent information, beneficiary designations and your benefits elections and costs. If you have recently added new dependents to coverage, you will receive a separate notice on the dependent verification process.

Personal and dependent information

Name	Birth date*	Gender	Relationship	Status**	Medical	Dental
JOANN THOMAS		Female	Self	Y	No	No
RONALD THOMAS	09/28/1943	Male	Spouse	Y	No	No

* Your birth date has been shaded to maintain your privacy and security.

Status Code: F = Full Time Student; H = Disabled; N = No Special Status;
Y = Medicare Eligible; B = Both Medicare Eligible and Disabled

EXHIBIT

E

Sep. 7. 2021 9:07AM

No. 0635 P. 100/116

Date prepared: 10/30/2018
 Prepared for: JOANN THOMAS

Beneficiary designations

Your beneficiary designations are listed below. To add a beneficiary or make changes to your current beneficiary designations, go to BenefitsConnection at verizon.com/benefitsconnection.

Benefit	Beneficiary	Relationship	Date of birth	Primary percentage	Contingent percentage
Retiree Basic Life Insurance	Reagan THOMAS	Daughter	01/10/1976	100%	0%
	RONALD THOMAS	Spouse	03/09/1943	0%	100%
Retiree Supplemental Life Insurance	Reagan THOMAS	Daughter	01/10/1976	100%	0%
	RONALD THOMAS	Spouse	03/09/1943	0%	100%

Benefits enrollment

Benefit	Option	Coverage amount/ Coverage level	Your annual cost
Medicare Supplemental Medical Effective 01/01/2018	No Coverage		\$0.00
Retiree Dental Effective 01/01/2018	No Coverage		\$0.00
Retiree Basic Life Insurance Effective 01/01/2018	1 X Benefit Bearing Wage	\$24,000	\$0.00
Retiree Supplemental Life Insurance Effective 01/01/2018	1 X Benefit Bearing Wage	\$21,000	\$863.88
Your total annual cost:			\$863.88

EXHIBIT

Group Insurance
Please send the completed form and all attachments to:
The Prudential Insurance Company of America
Group Life Claims Division
P.O. Box 8517
Philadelphia, PA 19176
Tel 800-524-0542 Fax 800-227-6764

1 About You

U3936.11

JOHN L. THOMAS
Deceased's employer name

RIEALAN
First name

MI	LAST NAME
----	-----------

110481 STANTON TERRACE
-Street address

Apt/Suite (optional)

PLUTTSBURGH
CIV

PA 315201-1160
State ZIP Code

Home phone

Mobile phone

Relationship to deceased Daughter

Relatqia In Lel qn th l and s @ gmail . i com
Email address

~~11/27/77~~
Date of birth (mm/dd/yyyy)

~~1000~~-~~1000~~-0245
Social Security Number (SSN), Tax ID or EIN

2 About the Deceased

Provide information about the deceased

JOHANN
First name

MI THOMAS
Last name:

00 / 00 / 1974 3
Date of birth (mm/dd/yyyy)

15 / 02 / 2018
Date of death (mm/dd/yyyy)

~~006~~ - ~~00~~ - 13648
Social Security Number

3. Tax Certification

Please complete any applicable portions of (a) or (b) below. Make sure to have included your SSN/TIN in Section 1.

(a) Under penalties of perjury, I certify that:

- I am a U.S. Person (including resident alien);
- The Social Security/Tax ID number provided in "Section 1" above is my correct SSN/TIN;
- I am not subject to backup withholding due to failure to report interest or dividend income; and
- I am not subject to FATCA reporting.

Check the boxes below, if applicable:

- ☐ I am subject to backup withholding due to the failure to report interest or dividend income (see "Backup Withholding" in the Tax Certification Information section)
- ☐ I am subject to FATCA reporting

Return this page with the completed form.





579 - 58 - 3565
Deceased's Social Security Number

(b) I am not a U.S. Person (including resident alien). I am a citizen of Attach the applicable IRS Form W-8 (BEN, BEN-E, ECI, EXP, IMY).

About the Alliance Account: Eligible proceeds from your Prudential claim may be made available to you in an interest-bearing Prudential Alliance Account. With the Alliance Account you will have a flexible way to access your money.

Simply by writing drafts, you can get the funds you need now for immediate expenses, then take as much time as you want to decide what to do with the rest. You may wish to access the money periodically, or all at once.

How It Works: The Alliance Account is an interest-bearing account with draft-writing¹ privileges that allows full access to your funds immediately without any monthly fees. For complete information and eligibility requirements regarding the Alliance Account, please see the information below.

Eligible life claim benefits will be settled into the Alliance Account (unless you select an alternate settlement option. (For information about alternate settlement options, see page 7 of this form.)

The Alliance Account gives you flexibility and convenience with all these benefits.

Upon approval of the death benefit claim, the full amount of the proceeds payable to you are paid via an interest-bearing Alliance Account established in your name.

You can leave the funds in the account for as long as you wish, access any or all of your funds, and transfer funds to another available settlement option at any time and at no cost.

The funds in your Alliance Account begin earning interest immediately and will continue to earn interest until they are withdrawn.² The current interest crediting rate is 0.50%, subject to a current minimum of 0.25%.

Your Funds Are Secure

The Alliance Account is a settlement option under the original life insurance policy and is backed by the financial strength of The Prudential Insurance Company of America. See "How the Alliance Account Works" for details.

No Usage Fees

The Alliance Account has no monthly charges, per draft charges or draft reorder fees. Other fees may apply. See "How the Alliance Account Works" for details.

Multiple Payments – One Account

If you are the beneficiary on more than one life insurance policy or already have an Alliance Account, proceeds will be paid into one account. A key benefit of the Alliance Account is that, as a settlement option, you may be able to pass the claim proceeds balance tax-free to your beneficiary.

1. Alliance drafts are considered checks under federal law for certain purposes.

2 See "Interest On Your Funds" Under "Additional Important Information" for more details.

Sep. 7. 2021 9:09AM

No. 0635 P. 104/116



Prudential

Group Life Insurance Claim Form

600-00-135615
Deceased's Social Security Number

4. How to Receive Your Funds (continued)

Dedicated Customer Support

You can speak directly with a customer service representative between 8 a.m. and 8 p.m. Eastern Time, Monday-Friday at 800-524-0542. Written inquiries can be sent to Prudential, P.O. Box 8617, Philadelphia, PA 19176. You can also go online or call our automated Voice Response System 24 hours a day to check your account balance, request additional drafts and more.

How the Alliance Account Works

Your Funds: All funds are held within Prudential's general account. It is not FDIC insured because it is not a bank account or a bank product. Funds held in the Alliance Account are guaranteed by State Guaranty Associations. Please contact the National Organization of Life and Health Insurance Guaranty Associations (www.nolhga.com) to learn more about coverage limitations on your account. State guaranty fund coverages are not determined by the insurance company.

How Interest Is Earned: The funds in an Alliance Account begin earning interest immediately and will continue to earn interest until all funds are withdrawn. Interest is accrued daily, compounded daily and credited every month. The interest rate may change and will vary over time, subject to a minimum rate that will not change more than once every 90 days. You will be advised in advance of any change to the minimum interest rate via your quarterly Alliance Account statement or by calling Customer Support. The interest rate credited to the Alliance Account is adjusted by Prudential at its discretion based on variable economic factors (including, but not limited to, prevailing market rates for short-term demand deposit accounts, bank money market rates and Federal Reserve interest rates) and may be more or less than the rate Prudential earns on the funds in the account.

Account Statements: You will receive regular (either monthly or quarterly) statements showing your current balance, the interest you earned, the drafts you have written, your current interest rate, and any other account activity. The frequency at which the statements are mailed to you is determined by the activity in your Alliance Account.

Special Service Fees: There are fees for special services, which are subject to change, and include stop payments (\$12.00 per draft/\$25 maximum) for 3 or more per day cashed draft copy or statement copy (\$2.00 per draft), drafts returned for insufficient funds (\$10.00 per draft) and overnight delivery (based on carrier's charge).

Minimum Balance: If the balance falls below \$250, you will receive a check for the remaining balance plus interest at the end of the monthly cycle in which the balance falls below \$250. You can close the Alliance Account at any time by calling the Customer Service Office. A check for the remaining balance and interest will be sent to you. Or, you can close the account by writing an Alliance draft for the balance and cashing it or depositing it at your own bank. Since interest accrues daily, a check for the remaining accrued interest will be sent to you.

Inactive Accounts: State law requires that if there is no account activity and we have had no contact with you regarding your Alliance Account after a number of years (time period varies by state), your Alliance Account may be considered "dormant." If your Alliance Account becomes "dormant," you will be mailed a check for the remaining balance plus interest, at your last address shown on our records. If you do not timely cash that check, your funds will be transferred to the state as unclaimed property. If your funds are transferred to the state, you may claim those funds from the state but you may be charged a fee by the state. Once your funds are transferred to the state, we no longer have any liability or responsibility with respect to your Alliance Account. For Alliance Account funds paid under the Servicemembers' Group Life Insurance program, the treatment of those "dormant" funds may be different.

FOR FURTHER INFORMATION, PLEASE CONTACT YOUR STATE DEPARTMENT OF INSURANCE.

The Bank of New York Mellon is the Administrator of the Prudential Alliance Account Settlement Option, a contractual obligation of The Prudential Insurance Company of America, located at 761 Broad Street, Newark, NJ 07102-3777. Draft clearing and processing support is provided by The Bank of New York Mellon. Alliance Account balances are not insured by the Federal Deposit Insurance Corporation (FDIC). The Bank of New York Mellon is not a Prudential Financial company.

Sep. 7, 2021 9:10AM

No. 0635 P. 105/116



Group Life Insurance Claim Form

 000-000-13565
 Deceased's Social Security Number

4. How to Receive Your Funds (continued)

Beneficiary Designation: The following must be completed unless you selected the single lump sum check payment option above. Any amount that remains payable upon your death will be paid to those listed below. If a beneficiary is not designated, or if all beneficiaries predecease you, any balance will be paid to your estate.

NOTE: If Alliance Account was selected as a payment option and will be owned by a Trust, a beneficiary cannot be named for the account. Successor Trustees must be named in the Trust Agreement.

Choose One:

- ☐ Pay my estate (If choosing "pay my estate" no other beneficiary can be selected)
- ☒ Pay beneficiary(ies) (Provide information below)

Primary Beneficiary (For additional beneficiaries, please add a separate sheet and indicate percentage allocated.)

First name

MI

Last name

Address

Telephone

Email address

Date of birth (mm/dd/yyyy)

Social Security number (SSN), Tax ID or EIN

Relationship to you

5. Signature

FLORIDA RESIDENTS - Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

NEW YORK RESIDENTS - Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

I have read and understand the terms and requirements of the Claim Fraud Warnings included with this form.

The Internal Revenue Service does not require your consent to any provision in this document other than the certifications required to avoid backup withholding.

Beneficiary's or Claimant's signature

 12/17/2018
 Date Signed (m/d/yyyy)

Group Life Insurance Claim Form

6. Authorization for Release of Information to Prudential Insurance Company

This Authorization is intended to comply with the HIPAA Privacy Rule

Date of birth (mm/dd/yyyy) 09/17/61 Social Security number (SSN), Tax ID or EIN 000-00-0246 Relationship to deceased Daughter

I authorize any health plan, physician, health care professional, hospital, clinic, laboratory, pharmacy, medical facility, or other health care provider that has provided treatment, payment or services pertaining to:

JOHN First name of deceased MI THOMAS Last name of deceased

or on my (his/her) behalf ("My Providers") to disclose my (his/her) entire medical record for me or my dependents and any other health information concerning me (him/her) to The Prudential Insurance Company of America (Prudential) and its agents, employees, and representatives. This includes information on the diagnosis or treatment of HIV infection and sexually transmitted diseases. This also includes information on the diagnosis and treatment of mental illness and the use of alcohol, drugs, and tobacco, but excludes psychotherapy notes.

I authorize all non-health organizations, any insurance company, employer, or other person or institutions to provide any information, data or records relating to credit, financial, earnings, travel, activities or employment history to Prudential.

By my signature below, I acknowledge that any agreements I (he/she) have made to restrict my (his/her) protected health information do not apply to this Authorization and I instruct My Providers to release and disclose my (his/her) entire medical record without restriction.

This information is to be disclosed under this Authorization so that Prudential may: (1) administer claims and determine or fulfill responsibility for coverage and provision of benefits; (2) obtain reinsurance; (3) administer coverage; and (4) conduct other legally permissible activities that relate to any coverage I (he/she) have (has) or have (has) applied for with Prudential.

This Authorization shall remain in force for 24 months following the date of my signature below. While the coverage is in force, except to the extent that state law imposes a shorter duration, A copy of this Authorization is as valid as the original. I understand that I have the right to revoke this Authorization in writing, at any time, by sending a written request for revocation to Prudential at P.O. Box 8517, Philadelphia, PA 19176. I understand that a revocation is not effective to the extent that any of My Providers has relied on this Authorization or to the extent that Prudential has a legal right to contest a claim under an insurance policy or to contest the policy itself. I understand that any information that is disclosed pursuant to this Authorization may be redisclosed and no longer covered by federal rules governing privacy and confidentiality of health information.

I understand that if I refuse to sign this Authorization to release his/her complete medical record, Prudential may not be able to process my claim for benefits and may not be able to make any benefit payments. I understand that I have the right to request and receive a copy of this Authorization.

Signature of Insured/Patient or Personal Representative: Reagan L. Thomas Date Signed (mm/dd/yyyy): 12/17/18

Reagan L. Thomas
Please Print Name

Daughter
Description of Personal Representative's Authority or Relationship to Insured

Return this page with the completed form.

Sep. 7. 2021 9:11AM

No. 0635 P. 107/116

**Prudential****Group Life Insurance Claim Form****About You**

Indicate who is claiming the life insurance proceeds. If there is more than one beneficiary, each beneficiary must complete a separate form. We only need one copy of the death certificate. Please note that we will only use phone numbers and email that we collect to keep you updated on the status of your claim.

Tax Certification**Taxpayer Identification Number (TIN)**

You must include a TIN for the beneficiary, this is:

- A Social Security number (SSN) if the beneficiary is an individual or the owner of a sole proprietorship.
- The employer identification number (EIN) if you represent a trust, estate, corporation, partnership, or tax-exempt organization.
- The TIN of the grantor/trustee if you represent a grantor trust, or that of the actual owner of a trust-like entity not recognized as a legal or valid trust under state law.
- If you are a guardian completing this form for someone else, including a minor, be sure to provide that person's SSN.

Backup Withholding

You must tell us if the IRS has notified you that you are subject to backup withholding because you didn't report all your taxable interest and dividends on your tax return. You are not subject to backup withholding if either (a) you did not receive such a notice from the IRS, (b) the IRS told you that you are no longer subject to a backup withholding order, or (c) you are exempt from such withholding. If you have been notified that you are subject to backup withholding, please check the box as indicated.

Foreign Account Tax Compliance Act (FATCA)

Any entity making a payment of U.S. source income must consider whether it is subject to FATCA. A payor must collect documentation about the payee's status or withhold at 30%. Nontaxable payments, such as income tax-free death benefits from nonqualified life insurance contracts, are not subject to FATCA.

Citizenship

You must indicate if you are not a U.S. Person (including resident alien). In that case, you must state the country in which you are a citizen and submit the applicable IRS Form W-8 (BEN, BEN-E, ECI, EXP, RMY). In most situations, the IRS Form W-8BEN will be the appropriate IRS Form W-8.

Important Information

COLORADO RESIDENTS – Funds held by insurance companies are guaranteed by the Colorado Life and Health Insurance Protection Association, but are not guaranteed by the Federal Deposit Insurance Corporation (FDIC). Please contact the Colorado Life and Health Insurance Protection Association, the National Organization of Life and Health Guaranty Associations, or the National Organization of Life and Health Insurance Guaranty Associations (www.nolhga.com) to learn more about the coverage limitations to your account.

ILLINOIS RESIDENTS – Payment on accidental death and dismemberment claims made after 31 days from the day we receive proof of accidental death or dismemberment of the insured, under the policies issued in Illinois, will include interest at the rate of 10% per year. The interest will be payable from the date of accidental death or dismemberment to the date of payment.

LOUISIANA RESIDENTS – The Louisiana Department of Insurance is located at 1702 N. 3rd Street, Baton Rouge, LA 70802 and can be reached by calling 800-259-5300. Written inquiries can be sent to the Louisiana Department of Insurance, Post Office Box 94214, Baton Rouge, LA 70804.

Sep. 7. 2021 9:12AM

No. 0635 P. 108/116



Prudential

Group Life Insurance Claim Form

000 100 35 65
Deceased's Social Security Number

Understanding Your Options

A claim is not eligible for an Alliance Account when:

- Benefits from all policies total less than \$5,000.
- The beneficiary resides outside the U.S., is a minor, corporation, partnership, tax-exempt entity, or other ineligible third party.
- The beneficiary is a trust with more than one trustee, the trust is not authorized to own or withdraw funds from a life insurance policy, or the trust is a testamentary trust.
- The person who owned the policy established specific provisions about death benefit payment. In these situations, the claim is paid by check or another option.

You may choose one of the following settlement or payment options as an alternative to Alliance Account.

Lump Sum Payment Options

Prudential offers two types of lump-sum payment options. Each option type provides full payment through either a single check or immediate access to the entire proceeds of this policy as described below.

Proceeds Held at Interest	While proceeds are held at interest, you receive regular interest payments with the right to withdraw the unpaid balance. You may also elect to have interest accumulate.
Lump Sum Check	Receive the full benefit in a single lump sum check.

Installment Payment Options

Prudential also offers a number of deferred payment options, which pay out the proceeds over a period of time that you select (e.g., over your lifetime). If you select a deferred payment option, we will provide you with a written description of the terms of the installment payment option you selected.

Life Income	Monthly payments to you for life.
Life Income with a Certain Period	Monthly payments to you for life with a certain period of guaranteed payments to you or your named beneficiary.
Fixed Period	Payment for an elected number of years, with the right to withdraw the present value of unpaid payments.
Fixed Amount	Payments of a selected amount until the proceeds and interest earned are fully paid to you, with the right to withdraw the unpaid balance.

The tax treatment of the death benefit may be different depending on the settlement option you choose. Please consult your tax advisor for advice. Should you have any questions about these settlement options, please contact Prudential at 800-624-0542.

page 8 of 8

Sep. 7. 2021 9:13AM

No. 0635 P. 110/116



Group Insurance
Please send the completed form and all attachments to:
The Prudential Insurance Company of America
Group Life Claim Division
P.O. Box 8517
Philadelphia, PA 19176
Tel: 800-524-0542 Fax: 888-227-6764

What you'll find in this package

- **Life Insurance Claim Form** — Please complete, sign and return this form to start the claim process.
- **Alliance Account Information** — We explain this flexible, convenient option for receiving your claim proceeds that become due and payable pursuant to a Prudential life insurance policy.
- **The Authorization for Release of Information to Prudential** — Please review, complete and sign this section.

Note: On these pages, *I, you, and your* refer to the person making the claim. *We, us, and our* refer to the Prudential company that issued the policy. Please note that we will only use phone numbers and email that we collect to keep you updated on the status of your claim.

To submit your claim, follow these steps:

1. Decide how to receive your funds

Be sure to select a payment option when you complete the form. Your options include:

- **Open an interest-bearing Alliance Account** that offers immediate access to your funds together with draft-writing privileges. When your claim is paid by way of the Alliance Account, you can take as much time as you need to consider important financial decisions, while earning interest. Additionally, accessing your funds is as simple as writing a draft. You can leave the funds in your account for as long as you like, access any or all of your funds, and transfer funds to another available settlement option at no cost and at any time. Read more about the Alliance Account on pages 2-3 of the form for more information.
- **Elect to receive a single lump sum check by mail.**
- **Select another settlement option as described on page 7.**

2. Complete the enclosed form

Fill out the enclosed **Group Life Insurance Claim Form** that begins on the next page. Please follow the instructions and provide all requested information for prompt claim processing. Also, please review the fraud warnings found at the back of this statement.

The claim form, and the information contained within, is not intended as investment advice and is not a recommendation about managing or investing your retirement savings. Neither Prudential Group Insurance, nor the Prudential entity(ies) set forth on this form, are acting as your fiduciary as defined by any applicable laws and regulations. Please consult with your qualified investment professional about managing or investing your retirement savings.

3. Return the signed claim form and supporting documentation

Please mail pages 1, 2, 4, and 5 of your claim form, as well as any additional documents that may be required, including a copy of the death certificate to:

The Prudential Insurance Company of America
Group Life Claim Division
P.O. Box 8517
Philadelphia, PA 19176
Fax: (888) 227-6764
Email: grouplifeclaims@prudential.com

Page 13 of 17

WARNING: It is illegal to duplicate this copy by photostat or photograph

This is to certify that the information here given is correctly copied from an original Certificate of Birth duly filed with the Local Registrar. The original certificate will be forwarded to the State Records Office for permanent filing.

Certification Number



Local Registrar 50 Date Issued 11-8-11

[illegible]

Sep. 7. 2021 9:14AM

No. 0635 P. 112/116

**Prudential**

January 03, 2019

Reagan L. Thomas
1048 Stanton Ter
Pittsburgh, PA 15201-1618

The Prudential Insurance Company of America
Group Life Claim Division

PO Box 8517, Philadelphia, PA 19176
Email: groupclaim@prudential.com
Secure Fax: (800) 227-8764
Phone: (888) 9VZ4PRU (888-989-4778)
Phone Hours: 9AM to 8PM ET

Insured: Joann Thomas
Contract Holder: Verizon
Group Control No: 13935
Group Claim No: 11847602

Dear Ms. Thomas:

We have received a Group Life Insurance claim for Joann Thomas. Please accept our sincere condolences for the loss. Unfortunately, we are unable to render a determination at this time and require an extension of time to properly evaluate this claim.

We are unable to render a determination because the claim is under review for additional information. We are in the process of requesting this additional information therefore at this time, no additional information is needed from you.

Should we require your assistance, however, we will contact you. We anticipate making a determination on this claim within 30 days. If we are unable to make a determination within this time period, we will advise you in writing. We apologize for any inconvenience this delay may cause you and appreciate your patience during this period.

We are here to assist you with the claim process during this difficult time. If you have questions or wish to check the status of your claim, please contact Prudential's Customer Service Center at (888) 9VZ4PRU (888-989-4778). If you are calling from outside the United States, you can dial us directly at (215) 784-2823. If you are using a telecommunication device for the hearing impaired (TDD), please call (800) 496-1214. We are available Monday through Friday, from 8:00 a.m. to 8:00 p.m., Eastern Time.

Sincerely,

Claims Coordinator

*Andrew
Claim*

Send request

on line

submit

EXHIBIT

*have, corporations, pa, gov
+ 0 /entific*

MAIL1901083205-18900001000010500

Sep. 7. 2021 9:15AM

No. 0635 P. 113/116

THE LAW OFFICE
OF ALBERT G. REESE, JR.

July 3, 2019

The Prudential Insurance Company of America
P.O. Box 8517
Philadelphia, PA 19176
Sent Via Certified Mail, Return Receipt Requested

RE: Insured: Joann Thomas
 Group Claim No.: 11847633
 Our Client: Reagan Thomas, POA for Ronald
Thomas

To Whom It May Concern:

As you are aware, Reagan Thomas has retained my office in regard to a pending life insurance policy benefits claim. My office sent letters of representation regarding this claim on March 21, 2019, and May 9, 2019, as well as multiple phone call and email correspondence from January 2019 through present regarding the payment of the policy benefits to Ms. Thomas. It should be noted that the insured passed away in November of 2018 and Ms. Thomas has been in contact with both Prudential and Verizon regarding payment of this claim since her Mother's passing. I have spoken to Counsel for Prudential on multiple occasions, in which it was discussed that releases/waivers needed to be executed by Ms. Thomas and her brother, however, the releases/waivers have yet to be provided to my office for execution. Due to the lack of communication regarding this claim, I believe Prudential Insurance may be acting in bad faith regarding the life insurance policy benefits, as my office has yet to have been provided with the documentation in order to move this claim forward despite multiple follow ups by my office.

Ms. Thomas is dealing with the loss of a loved one and is attempting to bring closure to this unfortunate event. Please immediately provide my office with the necessary documentation in order to satisfy this claim and bring closure to Ms. Thomas

Sep. 7. 2021 9:15AM

No. 0635 P. 114/116

and her family. My office intends to initiate legal action if the life insurance policy benefits are not tenured to Ms. Thomas in a timely manner.

Sincerely,

~~Albert G. Reese, Jr., Esquire~~

AGR/aip

Cc: Reagan Thomas

Sep. 7. 2021 9:15AM

No. 0635 P. 115/116

THE LAW OFFICE
OF ALBERT G. REESE, JR.

May 29, 2020

Sent Via Email and Facsimile
The Prudential Insurance Company of America
P.O. Box 8517
Philadelphia, PA 19176
Evan.haines@prudential.com
Fax: 1-877-840-2322

RE:	Insured:	Joann Thomas
	Group Claim No.:	11847633
	Our Client:	Reagan Thomas, POA for Ronald Thomas

To Whom It May Concern:

Please be advised that Reagan Thomas has retained my office in regard to a pending life insurance policy benefits claim. Ms. Thomas completed all paperwork several months ago in order for this claim to be processed; however, she has yet to receive any proceeds of the policy. My office would like more information as to the status of the mentioned claim and the reason for nonpayment of the proceeds to Ms. Thomas.

Not only is Ms. Thomas dealing with the loss of her Mother, but also the seemingly bad faith that your company is exhibiting on the process of her claim. Please immediately tender the policy benefits to Ms. Thomas so she may grieve the loss of her Mother. Thank you in advance for your cooperation concerning this matter.

Sincerely,

Albert G. Reese, Jr., Esquire

Sep. 7. 2021 9:15AM

No. 0635 P. 116/116

I hereby deputize

A Sheriff's Officer to
serve the within process

Sheriff

AUG 31 2021